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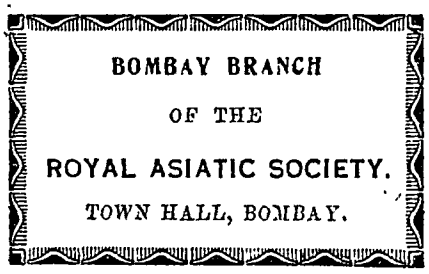

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MADRAS PRESIDENCY
with
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A COLLECTION

OF

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

INDIA AND NEIGHBOURING COUNTRIES.

108938

COMPILED BY

C. U. AITCHISON, B.C.S.,

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE FOREIGN DEPARTMENT.

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VOL. VIII.

CONTAINING

THE TREATIES, ETC., RELATING TO THE MADRAS PRESIDENCY, INCLUDING CEYLON, HYDERABAD, MYSORE AND COORG, AND THE CENTRAL PROVINCES.

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Revised and continued up to the present time

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CORRIGENDA.

Page 80.—In line 2, *for* "1782" *read* "1793."

Page 101.—In line 8, *for* "Gutti" *read* "Guti (Gooty)."

Page 109.—In line 30, *for* "larger" *read* "large."

Page 213.—In line 6, *for* "framed" *read* "farmed."

Page 500.—Under "*Nagpur Group*" *for* "Kawarda" *read* "Kawardha."

Page 501.—In lines 25 and 37, *for* "Kankar" *read* Kanker."

Page 510.—In line 23, *for* "them" *read* "him."

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Page i, Appendix.—In line 4, *for* "24th" *read* "14th."

PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

MADRAS PRESIDENCY.

1.—THE CARNATIC.

ARMAGON, between Nellore and Pulicat, was the first station occupied by the English on the Coromandel Coast. In 1639 the station was changed to Madras, the Hindu governor of which district offered to build a fort at his own cost, and to exempt the trade from customs duties, provided the English would settle there. The new settlement received the name of Fort St. George, and in 1653 was made a separate Presidency. When war broke out in Europe in 1740, the English possessions on the Coromandel Coast consisted of Fort St. David and a tract of territory around Fort St. George, extending about five miles along the coast and one mile inland. During the hostilities between England and France, which extended to their respective possessions in India, Madras was captured by Labourdonnais in 1746, but was restored after the peace of Aix-la-Chapelle. It is unnecessary here to notice in detail the military and political operations of the English and French in India during this war, or the war which broke out two years after the proclamation of peace. The struggle was for the Nawabship of the Carnatic.

The Carnatic was one of the sub-divisions of the great Subadari of the Deccan. Nizam-ul-Mulk, Subadar of the Deccan, had appointed Saadat-ulla to be Nawab of the Carnatic. He died in 1732, and was succeeded by his nephew, Dost Ali, whose daughter married Chanda Sahib, his finance minister. About this time the Raja of Trichinopoly, who was subordinate to the Nawab, refused to pay his dues, and Chanda Sahib marched to punish him, upon which the Hindu Raja invited the assistance of the Mahrattas. In the contest which ensued Dost Ali was killed, and Chanda Sahib was carried prisoner to Poona. Nizam-ul-Mulk then appointed one of his own officers, Anwar-ud-din Khan, to the vacant Nawabship. In the meantime Chanda

Sahib was released from captivity, and his claims to be Nawab were supported by the French. Anwar-ud-din Khan was killed in battle at Ambur in 1749; and the second son, Muhammad Ali, was supported by the English. In the war that followed Clive defended Arcot against the army of Chanda Sahib. The French were reduced to great straits, and Chanda Sahib was compelled to take refuge with the Raja of Tanjore, by whom he was murdered. Eventually the struggle resulted in the conclusion of a Treaty (No. I.) between the English and French in December 1754, subject to confirmation in Europe, by which Muhammad Ali was practically left Nawab of the Carnatic, and the English and French agreed to restore all the territories they had respectively acquired, except certain specified places, to the Native rulers, and to put their establishments on an equal footing.

Hostilities, which in the interval had never entirely ceased, were carried on with redoubled vigour after the declaration of war between England and France in 1756. The French, through their influence at the Court of the Subadar of the Deccan, had obtained possession of the Northern Circars. They captured Fort St. David and laid siege to Madras; and the siege was raised in February 1759 only by the arrival of an English fleet. The tide of war, however, soon turned in favour of the English. The French were driven from their settlements, and in January 1761 Pondicherry surrendered. The French Settlements were restored to France under the treaty of Paris in 1763; and article 11 of the treaty recognised Salabat Jang as Subadar of the Deccan, and Muhammad Ali as Nawab of the Carnatic.

By the overthrow of the French Muhammad Ali was established as Nawab of the Carnatic without a rival. He had however contracted large debts to the English, on whom the expenses of the war had chiefly fallen. In consideration of these debts, and of the assistance rendered him by the English, the Nawab conferred (No. II.) on them in 1763 districts yielding an annual revenue of upwards of four and a half lakhs of pagodas, for which they had obtained a Farman from the Emperor of Delhi.

In consequence of the war which subsequently broke out with Haidar Ali of Mysore, the Madras Government were thrown into great pecuniary difficulties, and they applied for aid to the Nawab, on the ground that the expense of the military defence of his country had fallen on them. The Nawab however appealed to a Treaty (No. III.) which had been concluded in 1781 with the Bengal Government, by which he was exempted from all pecuniary demands beyond the expense of ten battalions of troops, and was recognised as hereditary sovereign of the Carnatic, besides being promised

the restoration of Tanjore and certain districts occupied by Haidar Ali. The Madras Government remonstrated against this contention, and at length, after much negotiation, it was agreed (No. IV.) on the 2nd December 1781 that the revenues of the Carnatic should be transferred to the British Government for five years, the Nawab receiving one-sixth for his private expenses.

No sooner was this assignment made than the Nawab set himself to defeat it. By taking advantage of misunderstandings then existing between the Government of India and the Government of Madras he succeeded in obtaining an order from the former authority in January 1783 for the restoration of his revenues.

This order, however, the Madras Government did not at once carry out, as the arrangements of December 1781 had in the meantime been approved by the Court of Directors in England. But the Board of Control, which had just been created, took the management of the Carnatic affairs out of the hands of the Court of Directors, and ordered the restoration of the revenues to the Nawab, and the assignment of twelve lakhs a year for the payment of his debts to the Company and to private creditors. It was therefore arranged by the preliminary Treaty of 1785 (No. V) that the Nawab should pay twelve lakhs of Pagodas a year towards the payment of his debts, and four lakhs to meet current charges, territorial security being given for punctual payment. The expense of the peace establishment was estimated at twenty-one lakhs, and it was proposed that this should be met by the Madras Government, the Nawab and the Raja of Tanjore, in proportion to their respective revenues. At this rate the Nawab's contribution would have been ten and a half lakhs. It was fixed at nine lakhs, and by the Treaty of 1787 (No. VI.) it was agreed that the Nawab should pay this sum for protection in time of peace besides the twelve lakhs for his debts; that in time of war the contracting parties should each pay four-fifths of their revenues, the Nawab being first allowed to deduct the value of certain jagirs; and that in case of failure of payment by the Nawab certain districts should be assigned as security. By this treaty also the Nawab relinquished direct political relations with other Native States. The Court of Directors however were of opinion that the abatement of one and a half lakhs, which was allowed to the Nawab, should have been made rather from the assignment of twelve lakhs for liquidation of the debts than from the subsidy, and therefore directed that the contingent should be established at eleven lakhs, being ten and a half lakhs as the contribution proportioned to the revenues, and 50,000 Pagodas paid as tribute by the Raja of Tanjore. In this arrangement the Nawab acquiesced after some demur.

When the war with Mysore broke out in 1790, it was found that no contributions could be realised through the officers of the Nawab of the Carnatic; and it was resolved to take the direct management of his country while hostilities continued. On the conclusion of peace in 1792 this temporary arrangement came to an end, and, as all parties were dissatisfied with the treaty of 1787, some other arrangement was necessary. A new Treaty (No. VII.) was therefore concluded in 1792. This treaty stipulated that the British Government should maintain a force, for the payment of which the Nawab should contribute nine lakhs of Pagodas yearly; that the country should be garrisoned by British troops; that in the event of war the British Government should take the entire management of the country, paying to the Nawab one-fifth of the revenues; that the assignment for the debts of the Nawab should be reduced to 6,21,105 Pagodas; that the British Government should collect the tribute of the palegars (polygars) in the Nawab's name, and give him credit for it in his contribution; that on failure of payment the British Government should assume the management of certain specified districts; that, if the Nawab required additional troops, they should be separately paid for; and that the Nawab should renounce political intercourse with other States and be included in all treaties relating to the Carnatic.

Muhammad Ali was succeeded by his son Umdat-ul-Umra on the 16th October 1795. The treaty of 1792 was found to have had the most injurious effects. The subsidy indeed was regularly paid, but to meet his liabilities the Nawab contracted heavy loans, and to liquidate them assigned to his creditors the revenues of his country,—a system which resulted in cruel oppression. Several attempts, including the Agreement of August 1800 (No. VIII.), were made to remedy this state of things, but without much success. On the fall of Seringapatam a treasonable correspondence was discovered, which had been begun by Muhammad Ali and his son with Tipu Sultan shortly after the conclusion of the treaty of 1792. The object of this secret correspondence was hostile to the interests of the British Government. It had been continued by Umdat-ul-Umra as late as the year 1796, and was in direct violation of his treaty obligations. Enquiry was instituted and fully proved the guilt of the Nawab. The British Government therefore declared itself released from the obligations of the treaty of 1792, which had been thus flagrantly violated, and resolved to assume the government of the Carnatic, making provision for the family of the Nawab.

Umdat-ul-Umra died on the 15th July 1801 before the conclusion of the proposed arrangements. Terms framed on the above basis were offered to his

reputed son Ali Husain, who had been nominated by Umdat-ul-Umra as his successor, but were rejected by him. Negotiations were then opened with Azim-ud-Daula, nephew of the Nawab Umdat-ul-Umra. If the right of succession had not been forfeited, Azim-ud-Daula would perhaps have had stronger claims than Ali Husain. He was the grandson of Muhammad Ali, and great-grandson by both parents of Anwar-ud-din, the founder of the family of the Carnatic. An Engagement (No. IX.) was made with him on the 31st July 1801, by which he renounced the civil and military government of the Carnatic and accepted a stipendiary provision. This treaty was ratified by the Governor General in Council. The Madras Government were directed to add certain explanatory articles, if this could conveniently be done, so as clearly to set forth that Azim-ud-Daula was acknowledged by the free grace and favour of the British Government, and not by reason of any hereditary rights, as these had been entirely forfeited. It was also decided to regulate the disposal of jagir lands and the calculation of the Nawab's share of the revenues. The Nawab willingly agreed to the modifications proposed.

On the 3rd August 1819 Azim-ud-Daula died. Azim Jah, his son, was informed that as the treaty of 1801 did not stipulate that the rank and dignity of Nawab of the Carnatic should be hereditary in the family of Azim-ud-Daula, his succession depended on the pleasure of the Supreme Government. Azim Jah was, however, recognised; but it was not considered necessary to conclude any new engagement with him.

Azim Jah died on the 12th November 1825. His infant son, Muhammad Ghaus, was recognised as his successor under the guardianship of his uncle, Azim Jah. He died without issue on the 7th October 1855; and the succession was claimed by the uncle Azim Jah. But as the treaty of 1801 had recognised no hereditary right, and was a purely personal treaty with Azim-ud-Daula, the successions in 1819 and 1825 had been by express permission of the British Government, and conveyed no kind of pledge. There was no obligation to continue the succession to the titular dignity of the Nawabship of the Carnatic, and there were obvious reasons of expediency against it. Under these circumstances the Government of India declared that the title, privileges, and immunities of the Carnatic family were at an end. The family was liberally provided for, a pension of a lakh and a half of rupees and the position of the first native nobleman of Madras being assigned to Azim Jah.

Azim Jah, however, was dissatisfied with this arrangement, and made several appeals on the subject. Her Majesty's Government declined to re-open

the question of continuing the Nawabship of the Carnatic in the person of Azim Jah, but the title of Prince of Arcot was granted in 1867 to him and his heirs by Her Majesty under Letters Patent. At the same time a pension of three lakhs of rupees, which was to cover all claims whether by the prince, his relatives or dependents, was assigned to him; one-half of this amount was under like conditions to descend to his successors; and a large sum was allowed to the prince to pay off his debts after enquiry and adjustment by a British officer. The prince and his successors in the title were exempted from the jurisdiction of the civil courts, but the exemption which Azim Jah enjoyed as regards the criminal courts was continued for his life only. Azim Jah and his family were also permitted to reside at any place which the Madras Government might think proper. A personal salute of fifteen guns was granted to Azim Jah on occasions of special ceremony.

It was arranged that the titles and honours and the perpetual portion of the pension assigned to the family should descend only to a representative in the direct male line of Azim Jah. Authority was not given to adopt in case of failure of male issue, but the prince for the time being was to choose, subject to the approval and confirmation of Government, who should succeed on his death, the choice being limited to his own sons or grandsons, or, on failure of male issue, to one of the descendants of Azim Jah in the direct male line. Azim Jah died in January 1874, and was succeeded by his son Zahir-ud-Daula, who was made a Knight Grand Commander of the Order of the Star of India in 1877. He died on the 16th June 1879 and was succeeded by his half-brother Ahmad-ulla, who died in 1889. He was the last surviving son of Azim Jah, as the youngest son, Muazzaz-ud-Daula, had died in 1884. On the death of Ahmad-ulla, Muhammad Munawar, Khan Bahadur, the eldest son of Muazzaz-ud-Daula, was selected as the head of the Carnatic family, and was appointed to be Prince of Arcot. He is not styled His Highness, nor does he get a salute.

Act XXXVII of 1858 conferred certain personal privileges, in respect of liability to civil suit and other matters, upon specified members of the Carnatic family.

Act XX of 1873 was passed to continue certain privileges and immunities then enjoyed by Prince Azim Jah Bahadur, as Prince of Arcot, to his sons on succeeding to the title. The Act ceased to be in force on the death of the last son, Ahmad-ulla.

No. I.

ARTICLES of a PROVISIONAL TREATY concluded and agreed on between us THOMAS SAUNDERS, ESQ., PRESIDENT for the HONORABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQ., COMMISSARY for HIS MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the SETTLEMENTS of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, and DIRECTOR GENERAL of the INDIA COMPANY of FRANCE.—1754.

ARTICLE 1.

The two Companies, English and French, shall renounce for ever all Moorish government and dignity and shall never interfere in any difference that may arise between the princes of the country.

All places, except those which shall be stipulated in the definitive Treaty to remain in the possession of the two aforesaid nations, French and English, shall be delivered up to the Moors.

ARTICLES du TRAITÉ CONDITIONNEL conclu et arrêté entre nous, THOMAS SAUNDERS, ECUYER, et PRÉSIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et d'ORIXA, GOUVERNEUR du FORT ST. GEORGE, &c., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTÉ très CHRÉTIENNE, COMMANDANT GÉNÉRAL de tous les établissements de la COMPAGNIE FRANÇOISE tant en deçà qu'au delà du Cap de Bonne Espérance, et à la CHINE, PRÉSIDENT de tous les CONSEILS y établis, DIRECTEUR GÉNÉRAL de la COMPAGNIE des INDES de FRANCE.—1754.

ARTICLE 1.

Les deux Compagnies, Angloise et Françoise, renonceront à jamais à tout gouvernement et dignités Maures, et ne se mêleront jamais dans tous les différents qui pourroient survenir entre les princes du pays.

Toutes places, excepté celles qui seront dénommées dans le Traité définitif pour rester en la possession de chacune des dites deux nations, Françoise et Angloise, seront rendues aux Maures.

ARTICLE 2.

In the Tanjore country the English shall possess Devicottah and the French Karical, each with their present districts.

ARTICLE 3.

On the Coromandel coast the French shall possess Pondicherry, the districts of which are to be specified in the definitive Treaty. The English shall possess Fort St. George and Fort St. David, with the districts likewise to be specified.

The French shall form a limited settlement the situation of which shall be chosen between Nizampatam and the river of Gondecama exclusively, as an equivalent for the difference there is between Devicottah and Fort St. David together compared with Karical.

Or else,

The districts of Pondicherry shall be made equal to those of Fort St. George and Fort St. David together, and in this case the French shall abandon the *point d'appuy* proposed above.

The alternative shall be left to the determination of the two Companies.

ARTICLE 4.

Masulipatam and Divy shall be neuter, leaving to the two Companies the choice of making a partition.

Each nation shall have a house for commerce at Masulipatam, with an equal number of soldiers to guard it, in case this town should remain neuter. Divy shall be delivered to the English if the French reserve Masulipatam, and if the French keep Divy the English

ARTICLE 2.

Dans le pais du Tanjore, les Anglois posséderont Divycotté et les François Kareikal, chacun avec leurs districts présents.

ARTICLE 3.

Sur la côte Coromandel les François posséderont Pondicherry dont les districts doivent être spécifiés dans le Traité définitif. Les Anglois posséderont le Fort St. George et le Fort St. David, avec les districts qui doivent pareillement être spécifiés.

Les François formeront un établissement limité dont le lieu sera choisi entre Nizzampatam et la rivière de Gondekama exclusivement comme un équivalent de la différence des possessions de Divycotte et du Fort St. David joints ensemble avec Kareikal.

Ou bien,

Les districts de Pondicherry seront rendus égaux avec ceux du Fort St. George et du Fort St. David ensembles, et en ce cas les François abandonneront le Point d'appuy proposé cy dessus.

L'alternative sera laissée à la décision des deux Compagnies.

ARTICLE 4.

Masulipatam et Divy seront neutres, laissant aux deux Compagnies le choix de les partager.

Chaque nation aura une maison pour leurs affaires à Masulipatam avec un nombre égal de soldats pour la garder au cas que cette ville soit décidée neutre. On remettra Divy aux Anglois, si les François se reservoient Masulipatam, et si les

shall have Masulipatam. In these two last cases equal districts shall be annexed to the possessions.

ARTICLE 5.

The navigation of Narsapore river shall be free. The English may carry their settlement upon the banks of the said river or keep Bandermalunka, but they shall possess only one of those two places; the French shall have a settlement on the same river. The districts shall be equal between the two nations.

ARTICLE 6.

The entrance of Ingeram river shall be free, neither the French nor the English shall possess the islands of Coringè and Yellacatipa. The English shall have their factory at Suncrapollam with its districts, and a warehouse at Nellepelly, the fortifications of which shall be razed.

The French shall have their factory at Yanam with districts equal to those of Suncrapollam, and they shall be at liberty to have a warehouse on the *terrá firmâ* in case they judge it necessary for the convenience and ease of their trading business.

ARTICLE 7.

In the Chickacul country as the English have Vizagapatam, the French may settle a factory where they please to the southward of Pondemarka or the northward of Bimlipatam, whether at Ganjam or Mafousbender, on an equality with Vizagapatam.

ARTICLE 8.

These conditions accepted on both sides, although they are not to be a law for a definitive Treaty in Europe,

François gardent Divy les Anglois auront Masulipatam; dans ces deux derniers cas, ces possessions seront *annexées de districts égaux.*

ARTICLE 5.

La navigation de la rivière de Narzapour sera libre. Les Anglois pourront porter leur établissement sur les bords de cette rivière ou garder Bandermalanka, mais ils ne posséderont qu'un de ces deux endroits. Les François auront un établissement sur cette même rivière, les districts seront égaux pour les deux nations.

ARTICLE 6.

L'entrée de la rivière d' Ingeram sera libre. Ny les François ny les Anglois n'occuperont les Isles de Coringè et d'Yella catipa. Les Anglois auront leur comptoir à Suncrapollam avec ses districts, et un magazin à Nellepelly, dont les fortifications seront razées.

Les François auront leur comptoir à Yanaon avec ses districts égaux à ceux de Suncrapollam, et il leur sera libre d'avoir sur la terre ferme un magazin, en cas qu'ils le jugent nécessaire pour la commodité et la facilité de leurs opérations de commerce.

ARTICLE 7.

Dans le pais de Chikakol, les Anglois ayant Viziagapatam, les François pourront établir un comptoir où bon leur semblera au sud de Pondemarka ou au nord de Bimelipatam, soit à Ganjam ou à Mafousbander, sur un pied d'égalité avec Viziagapatam.

ARTICLE 8.

Ces conditions reçues de part et d'autre, quoiqu'elles ne doivent pas faire loy pour un Traité définitif en

they shall nevertheless produce a truce between the two nations and their allies until news is received in India of the answers made in Europe concerning this agreement, which answers we promise *bonâ fide* to communicate to each other as soon as they shall be arrived by the ships of either nations.

ARTICLE 9.

Neither nation shall be allowed to procure during the truce any new grant or cession or to build forts for the defence of new establishments. It shall only be lawful to rebuild and repair the fortifications now subsisting in the establishments they possess at this time, in order to prevent their entire ruin.

ARTICLE 10.

Until the arrival of answers from Europe to these Articles, which shall be transmitted thither by the first ships to be despatched, to be submitted to the decision of the two Companies under the pleasure and approbation of the two crowns, the two nations shall not proceed to any cession, retrocession, or evacuation of what they now possess. Every thing being to remain on the footing of *uti possidetis*.

ARTICLE 11.

With regard to the indemnification the two nations may expect for the expenses of the war, this Article shall be amicably adjusted in the definitive Treaty.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

Europe, cependant elles auront pour effet une trève entre les deux nations et leurs alliés, jusqu'à ce qu'on soit instruit dans l'Inde des réponses faites d'Europe touchant cet accord : lesquelles réponses nous promettons *bonâ fide* de nous entre communiquer dès qu'elles seront arrivées par les vaisseaux de l'une ou l'autre nation.

ARTICLE 9.

Il sera défendu aux deux nations d'acquérir pendant la trève aucune nouvelle concession ou cession de bâtir des forts pour la défense de nouveaux établissements. Il sera seulement permis de réédifier et réparer les fortifications actuellement sur pied dans les établissements qu'ils possédent maintenant, et cela pour empêcher leur ruine entière.

ARTICLE 10.

Jusqu'à l'arrivée des réponses d'Europe sur ces Articles lesquels y seront envoyés par les premières vaisseaux à partir, pour y être soumis à la décision des deux Compagnies sous le bon plaisir et l'approbation des deux couronnes, les deux nations ne procéderont point à aucune cession, rétrocession, ou évacuation de ce qu'elles possédent maintenant : toutes choses devant demeurer dans les termes *uti possidetis*.

ARTICLE 11.

Quant aux dédommagements que les deux nations pourroient prétendre pour les frais de la guerre, cet Article sera terminé à l'amiable dans le Traité définitif.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

L. S. GODEHEU.

ARTICLES and STIPULATIONS of a TRUCE concluded between us, THOMAS SAUNDERS, ESQUIRE, PRESIDENT for the HONOURABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQUIRE COMMISSARY for his MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the settlements of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, DIRECTOR GENERAL of the INDIA COMPANY of FRANCE, in virtue of a Provisional Treaty which we have signed the same day to promote the re-establishment of tranquillity in this part of India.

ARTICLES et CONVENTIONS d'une TRÈVE conclue entre nous, THOMAS SAUNDERS ECUYER, et PRÉSIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et D'ORIXA, GOUVERNEUR de FORT ST. GEORGE, &c., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTÉ très chrétienne, COMMANDANT GÉNÉRAL de tous les établissements de la COMPAGNIE FRANÇOISE tant en deçà qu'au delà du CAP de BONNE ESPÉRANCE et à la CHINE, PRÉSIDENT de tous les CONSEILS y établis, DIRECTEUR GÉNÉRAL de la COMPAGNIE des INDES de FRANCE, en vertu d'un Traité conditionnel que nous avons signé le même jour pour parvenir à rétablir la tranquilité dans cette partie de l'Inde.

ARTICLE 1.

To take place on the 11th January 1755, the day of the expiration of the suspension of arms proclaimed the 11th October 1754, all hostilities shall cease between the English and French.

ARTICLE 1.

A compter du 11e Janvier 1755, jour de l'expiration de la suspension d'armes proclamée 11e le Octobre de 1754 tout acte d'hostilité cessera entre les Anglois et les François.

ARTICLE 2.

During this truce, which shall be in force until we are informed in India of the answers made in Europe concerning

ARTICLE 2.

Pendant la durée de cette trève qui aura lieu jusqu'à ce qu'on ne soit instruit dans l'Inde des réponses

the said provisional Treaty, the troops of the two nations, French and English, shall not act against each other either as principals or auxiliaries.

ARTICLE 3.

The two nations, English and French, engage to oblige their allies to observe all that is stipulated for the accomplishment of the truce by virtue of the Treaty, and whoever shall dare to infringe it shall be reputed a common enemy and shall be reduced to good order by the force of arms.

ARTICLE 4.

If either of the two nations, French or English, or their auxiliary troops or allies, shall commit any act of hostility, possess themselves of any place, or any one shall cause any damage to another during the said truce, both oblige themselves to make reparation proportionable to the damage and to the entire restitution of whatever shall be taken.

ARTICLE 5.

If the allies or other troops in the pay of either nation shall be guilty of any act of hostility or commit any pillages in the territories whereof either nation is now in possession, it shall be lawful for both nations to repulse their insults by force, by which the injured nation shall not be deemed to have infringed the present agreement.

ARTICLE 6.

If the allies or auxiliary troops of either nation shall take up arms and

faites d'Europe touchant le dit Traité conditionnel, les troupes des deux nations, Françoise et Angloise, n'agiront les unes contre les autres ny comme parties principales ny comme auxiliaires.

ARTICLE 3.

Les deux nations, Angloise et Françoise, s'engagent à obliger leurs alliés à observer tout ce qui est stipulé pour l'accomplissement de la trève, en vertu du Traité, et quiconque osera l'enfreindre sera reputé l'ennemi commun, et sera forcé par la voye des armes à rentrer dans le bon ordre.

ARTICLE 4.

Si aucune des deux nations, Françoise et Angloise, ou leurs troupes auxiliaires ou alliés, commettoit quelque acte d'hostilité, s'emparoit de quelque place, ou que l'une causat quelque dommage à l'autre pendant la dite trève, toutes deux s'obligent à des réparations proportionnées au dommage et à l'entière restitution de ce qui aura été pris.

ARTICLE 5.

Si les alliés ou autres troupes à la solde de l'une ou de l'autre nation commettent quelque acte d'hostilité, ou exercent des pillages sur les terres dont l'une et l'autre nation sont en possession actuellement, il sera libre à l'une et à l'autre de repousser leurs insultes par la force, sans que pour cela la nation offensée puisse être sensée avoir contrevenu au présent accord.

ARTICLE 6.

Si les alliés ou troupes auxiliaires de l'une et de l'autre nation prenoi-

insult the countries of which the nation they are allied to is now in possession, in this case the two nations shall assist each other against this enemy, who shall thereby become the common enemy of both.

ARTICLE 7.

The troops of the two nations shall be employed during this truce in the care of their present establishments and possessions. They may be transported freely and without any difficulty from one place to another at the pleasure of the Governors General, Commanders, &c., of each nation, and all persons actually under the protection of either flag may likewise go and come at pleasure without being molested either in their effects or persons.

ARTICLE 8.

Trade shall be free throughout the Carnatic and in all the countries to the northward of the Coromandel coast for the two contracting nations; they may fetch merchandizes from all the places in the dependence of each other and transport them freely without any restraint through the respective jaghires and territories.

ARTICLE 9.

All common enemies or the particular enemies of either nation who shall come to attack the English and the French in their present possessions and trouble the tranquillity which is to reign in India, shall be repulsed by the united force of the two nations, French and English.

ent les armes, ou insultoient les pays dont la nation avec laquelle ils seroient liés est actuellement en possession, en ce cas les deux nations se prêteront secours et assistance pour s'opposer à cet ennemi qui deviendroit alors commun à toutes les deux.

ARTICLE 7.

Les troupes des deux nations seront employées pendant cette trève à la garde de leurs établissements et possessions présentes, elles pourront être transférées sans nulle difficulté et librement d'un endroit dans un autre suivant la volonté des Gouverneurs Généraux, Commandants, &c., de chaque nation, et toutes personnes actuellement sous la protection de l'un ou de l'autre pavillon pourront également aller et venir ou bon leur semblera sans être inquiètes ny en leurs biens ny en leurs personnes.

ARTICLE 8.

Le commerce sera libre dans tout le Carnatte et dans tout le pays du nord de la côte Coromandel pour les deux nations contractantes, elles pourront tirer des marchandises de tous les endroits dépendants de l'un ou de l'autre, et les faire transporter librement sans aucune restriction quelconque au travers des jagirs, et terres respectives.

ARTICLE 9.

Tous ennemis communs ou les ennemis particuliers de l'une ou l'autre nation qui viendront attaquer les Anglois et les François dans leurs possessions actuelles et troubler la tranquilité qui doit regner dans le pays de l'Inde, seront repoussés par la force des armes réunies des deux nations Françoise et Angloise.

ARTICLE 10.

As soon as the truce is proclaimed, the mutual exchange of prisoners shall be set about, man for man, and means shall be resolved on for the ease of those which shall not be exchanged.

ARTICLE 11.

Commissaries shall be appointed on both sides to examine into the infringements committed by each party or their auxiliary troops or allies, and settle the restitution to be made of all the places taken during the truce against the tenour of the suspension of arms, as likewise of all that may have been taken from them by the said auxiliary troops, in merchandizes, effects, money, &c., &c.; further to settle in a fixed method for a guide during the whole time of the truce, all the names and the extent of every country, pergunnah, and village, under the power and in the possession of the two nations, English and French.

ARTICLE 12.

It is agreed that whenever in the course of the truce any complaint shall be made by either of the said nations of an infringement of the 4th article, the said Commissiaries on each side appointed shall certify and examine the fact that justice may be done accordingly to the injured nation, either by restitution or reparation, according to the nature of the injury received.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

ARTICLE 10.

Aussitôt la trève proclamée, on travaillera à l'échange mutuel des prisonniers à nombre égal, et on se déterminera sur les moyens de soulager ceux qui ne seront point échangés.

ARTICLE 11.

Il sera nommé de part et d'autre des Commissaires pour examiner les contraventions arrivées de part d'autre ou par les troupes auxiliaires, ou alliés, et faire rendre toutes les places prises pendant la trève contre la teneur de la suspension d'armes comme aussi de ce qui pourroit leur avoir été enlevé par les dites troupes auxiliaires, en marchandises, denrées, argent, &c., mais encore pour convenir d'une manière stable pour tout le temps de la trève des noms, et de l'étendue de tous les pais, terres, paraguanas et aldées qui sont au pouvoir des deux nations, Angloise et Françoise.

ARTICLE 12.

Il a été convenu que dès qu'il aura été formé pendant le cours de la trève quelques plaintes par l'une des dites deux nations contre la teneur de l'Article 4; les dits Commissaires nommés de part et d'autre vérifieront et examineront le fait pour y être en suite fait droit envers la nation lézée, soit par restitution, soit par dédommagement suivant la nature du tort qu'elle aura souffert.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

L. S. GODEHEU.

ADDITIONAL ARTICLES and STIPULATIONS to the foregoing TRUCE.

ARTICLE 1.

If any nation should attempt to erect a settlement within the bounds of the present possessions of either of the two Companies, both English and French shall jointly oppose and hinder any such undertaking.

ARTICLE 2.

The custom houses and inncans shall remain on the same footing as before the war, and no alteration shall be made in the duties paid on the importation and exportation of goods of the produce or manufacture of the coast.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

ARTICLES pour être ajoutés à ceux du TRAITÉ de TRÈVE.

ARTICLE 1.

Si quelque nation entreprenoit de former un établissement dans l'étendue des présentes possessions de l'une ou de l'autre Compagnie François et Angloise, les Anglois et les François se joindront pour s'y opposer et empêcher toute enterprise semblable.

ARTICLE 2.

Les douanes et inncans demeureront sur le même pied qu'elles étoient avant la guerre il ne sera point fait d'innovations dans les droits payés sur l'importation ou l'exportation des marchandises de fabrique ou du crû du pays.

Fait à Pondichery le quatrième jour du mois de Janvier, mil sept cent cinquante quatre.

L. S. GODEHEU.

No. II.

SUNNUD from the NAWAB of ARCOT, 1763.

SUNNUD from the NAWAB for the seven MAGANS, belonging to the CIRCAR of HEWALEE TRIPASORE, situated in the PAYEN GHAT, and dependent upon the SOUBAH of ARCOT.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the said Magans, that in consideration of the great services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always remaining in uture in alliance with and supporting myself and sons, I have given and made

over to them in jaghire the said seven Magans, as hereunder mentioned, computed value thereof being sixteen thousand nine hundred and forty-four Pagodas, fifteen annas (16,944-15), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, and enamdars: you are therefore hereby strictly ordered to live in due obedience to the said English East India Company, to pay them the money due at the fixed and stated times, and in every respect to look upon them as myself.

	Pagodas.	A.
Cotambauc Magan contains fifteen villages, computed value is .	2,590	3
Polle Magan contains eighteen villages, amounting to . . .	1,933	15
Poroor Magan contains fifteen villages, amounting to . . .	2,797	14
Tinnenoor Magan contains fourteen villages, amounting to . .	1,923	11
Pullaverum Magan contains twenty-two villages, amounting to .	3,400	12
Utteput Magan contains three villages, computed value . .	3,520	0
Ummerumbaree Magan contains fourteen villages, amounting to .	1,708	11
Total villages in the seven Magans one hundred and one, amounting to	17,875	2
Deduct four for the shoterums and enams	930	15
There remains to the Company ninety-seven villages, total value Pagodas	16,944	15

Dated the 16th October 1763.

Nawab's Sunnuds for the Chingleput District.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the district of Chingleput, belonging to the said Circar, and depending upon the Soubah of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always in future remaining firm in alliance with and supporting myself and sons, I have given and made over to them in jaghire the said district of Chingleput, as hereunder mentioned, the computed value thereof being ninety-eight thousand two hundred and thirty-two Pagodas, four and a half annas (98,232-4½), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, enamdars, and the fort of Chingleput. The rest runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Chingleput Magan contains one hundred and twelve villages, amounting to	20,717	15½
Wurrungput Magan contains twenty-five villages and a half, amounting to	10,479	13
Triccusgonedum Magan, contains one hundred and seventy-eight villages, computed value	53,404	15½
Wellanghum Magan contains thirty-two villages, computed value .	9,016	2
Total villages three hundred forty-seven and a half, computed value.	93,831	13
Duties and customs, amounting to	4,400	7½
Total value, Pagodas .	98,232	4½

The Sunnud for Covelong, *alias* Siandel-Bender, excepts the Mint; the rest runs the same as that for the seven Magans; the computed value seventeen thousand five hundred and twelve Pagodas nine and a half annas (17,512-9½). Covelong contains fifty-four villages; total value of the district 17,512-9½.

Munnemungul pergunnah, belonging to the Circar of Chingleput, amounting to eighteen thousand five hundred and sixty-nine Pagodas, fourteen annas (18,569-14).

	Pagodas.	A.
The Sunnud for it runs in the same manner as that for the seven Magans and contains eight villages, value	5,503	2
Purœpan contains nineteen villages, value	3,305	2
Pillœpane contains eighteen villages, computed value	1,450	10
Oonan contains seventeen villages, computed value	5,297	8
Werregeerum contains twenty villages, computed value	2,910	8
Total villages in this pergunnah 82, computed value	18,466	14
1 shoterum deducted	430	2
Remains 81, computed value	18,036	12
Duties and customs, valued at	533	2
Total value of the district, Pagodas	18,569	14
Poneer pergunnah, belonging to the Tripasore Circar, valued at seventeen thousand nine hundred and eighty-seven Pagodas	(17,987)	
The Sunnud the same as that for the seven Magans.		
Poneer Magan contains eleven villages, computed value	919	8
Chinnecanmunna Magan contains fourteen villages, computed value	947	0
Ursoor Magan contains eight villages, computed value	1,786	4
Poombauc Magan contains five villages, computed value	1,552	12
Jucllcor Magan contains five villages, computed value	1,614	4
Trippaulewannum Magan contains twenty-four villages, computed value	1,385	12
Perrumbere Magan contains six villages, computed value	1,487	0
Cantoor Magan contains eight villages, computed value	1,922	0
Walloor Magan contains thirteen villages, computed value	599	0
Cautpillee Magan contains three villages, computed value	365	13
Meegoor Magan contains nine villages, computed value	1,205	3
Chodeewurrum Magan contains twenty-one villages, computed value	1,214	4
Aumoor Magan contains ten villages, computed value	1,346	12
Pedmulwauil Magan contains seven villages, computed value	600	12
Total villages in the pergunnah, one hundred and forty-five, computed value	18,557	8
Deduct the shoterums and jaghires, three	1,424	8
Remains to the Company one hundred and forty-two	17,133	0
Duties and customs	854	0
Total value of this district, Pagodas	17,987	0

The Sunnud for the Chiccutcoota pergunnah, in the Tripasore Circar, runs in the same manner as that for the seven Magans, and contains three villages, computed at four thousand and fifty Pagodas (4,050).

Hewalee Tripasore pergunnah, belonging to the same Circar, computed value thereof thirty-three thousand five hundred and sixty-four Pagodas, eight annas (33,564-8). The fort of Tripasore is excepted in the Sunnud. The remainder is the same as that for the seven Magans.

	Pagodas.	A.
Hewalee Tripasore contains ten villages, computed value	949	15
Poolerumbauc contains ten villages, computed value	996	4
Woddœcarroe Magan seven villages, computed value	1,527	15
Yerrioor Magan five villages, computed value	207	0
Mujoor Magan nine villages, computed value	1,227	6
Pirrenoor Magan nine villages, computed value	1,395	2
Wengul five villages, computed value	889	14
Punnœpauc Magan three villages, computed value	736	8½
Paulwade Magan twelve villages, computed value	1,604	1
Tunneercolum twelve villages, computed value	1,821	8
Teeroor fifteen villages, computed value	2,468	11
Yeccautoor Magan ten villages, computed value	885	5
Neeweeloor Magan nine villages, computed value	2,250	12
Colerumbauc Magan eight villages, computed value	1,066	0½
Muddrœmunglum Magan thirteen villages, computed value	2,965	3
Coteeoor Magan ten villages, computed value	772	12
Muppade Magan six villages, computed value	762	6
Chettren Magan twelve villages, computed value	1,360	7
Wullum Magan five villages, computed value	1,353	0
Moodechoor six villages, computed value	1,252	0
Ullechullee	90	0
Yerreemutpollum fourteen villages, computed value	3,058	0
Total villages 191, computed value	28,641	2
Deduct shoterum 1	34	0
Remains villages 190	28,607	2
Duties and customs amounting to	4,957	6
Total value of this district to the Company, Pagodas	33,564	8

Peddappollum pergunnah, belonging to the Conjeveram Circar, amounting to twelve thousand four hundred and eleven Pagodas and six annas. The

Sunnud for the pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Peddappollum contains nine villages, computed value	1,438	9½
Arnee Magan contains ten villages, computed value	1,429	5
Nellerumban Magan contains eighteen villages, computed value	1,135	13
Parewauil Magan contains five villages, computed value	1,477	10
Cunderepade Magan contains four villages, computed value	1,621	12
Wurreemuddra Magan contains nine villages, computed value	675	12
Malemaugham Magan contains seventeen villages, computed value	1,024	13
Chinnumbade Magan contains eight villages, computed value	3,092	8
Total villages 80, computed value	11,896	2½
Deduct shoterum 1	3	6
Remains 79 amounting to	11,892	12½
Duties and customs	518	9½
Total value of this district to the Company, Pagodas	12,411	6

Perrumbauc pergunnah, belonging to the Conjeveram Circar, amounting to five thousand one hundred and ninety-seven Pagodas and one anna. The Sunnud for this pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Perrumbauc contains twenty-six villages, computed value	5,197	1

Saliwauck pergunnah, belonging to the Conjeveram Circar, amounting to nineteen thousand and ninety-one Pagodas and eleven annas. This Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Saliwauck contains seventy villages, value	18,677	1
Duties and Customs amount to	414	10
Total value of this district	19,091	11

Ootremaloor pergunnah, belonging to the Circar of Conjeveram, computed value twenty thousand nine hundred and eighty-five Pagodas thirteen annas. The Sunnud for the pergunnah is the same as that for the seven Magans.

	Pagodas.	A.
Ootremaloor contains sixty-two villages, computed value	19,568	11
Customs and duties	1,417	12
Total value of this district	20,985	13

Seeva, or Great Conjeveram pergunnah, belonging to the same Circar, computed value eleven thousand nine hundred and eighty-four Pagodas and one anna. This Sunnud runs in the same manner as that for the seven Magans.

		Pagodas.	A.
Conjeveram contains twenty-six villages, computed value		5,137	0
Pootaree Magan contains thirty-one villages, computed value		2,933	4
Goindewanddee Magan contains fourteen villages, computed value		1,778	7
Conereecoopum Magan contains eleven villages, computed value		1,879	3
Pooleloor Magan contains six villages, computed value		796	8
Total villages	86, computed value	12,524	6
Deduct shoterums and enams	5	2,474	10
Remains	81	10,049	12
Customs		1,934	5
Total value of this district to the Company, Pagodas		11,984	1

Vista, or Little Conjeveram pergunnah, belonging to the Conjeveram Circar, computed value eighteen thousand nine hundred and fifty Pagodas and fourteen annas. The Sunnud the same as that for the seven Magans.

		Pagodas.	A.
Conjeveram contains fifteen villages, computed value		1,107	10
Jyumpaint Magan contains fourteen villages, amounting to		2,446	10
Cheewurrum Magan contains four villages, amounting to		1,547	9
Aureepauc Magan contains ten villages, computed value		1,290	2
Jyumgolum Magan contains ten villages, computed value		1,304	5½
Cholimbare Magan contains three villages, computed value		1,701	0
Tirapagoodee Magan contains nine villages, amounting to		1,468	10½
Nutteepeute Magan contains eight villages, computed value		1,523	6
Tinarec contains thirty-two villages, computed value		1,504	15
Terrimandelpauc Magan contains six villages, computed value		471	8
Total villages	111, computed value	14,365	13
Deduct shoterum and enams	3	628	5
Remains villages	108, computed value	13,737	8
Customs		5,213	6
Total value of this district to the Company, Pagodas		18,950	14

Carongoly pergunnah, belonging to the Conjeveram Circar (as far as is given to the Company), is computed at fifty-three thousand six hundred Pagodas and five annas.

The Sunnud mentions Muddenunt and other head Magans, situated on this side the river Marcawn, and excepts the forts of Carongoly, Allumporva,

with the mint there. The remainder runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Muddenunt Magan contains thirty villages, computed value	1,892	7
Moorepauc Magan contains nine villages, computed value	1,510	1
Urrumbelloor Magan contains six villages, computed value	1,841	8
Perrembarree Magan contains thirteen villages, computed value	673	0
Wellaungar Magan contains ten villages, computed value	350	13
Kinepancum Magan contains nine villages, computed value	1,397	2
Perricaurna Magan contains nine villages, computed value	766	7
Urreeunnoor Magan contains five villages, computed value	358	6
Chengantoor Magan contains five villages, computed value	584	12
Soowenambut and Willewauc	2,397	4
Pootenacote Magan contains thirteen villages, computed value	1,004	11
Coowuttoor Magan contains nine villages, computed value	2,552	8
Yerrumbare Magan contains seven villages, computed value	509	12
Chawor Magan contains three villages, computed value	3,944	1½
Wurtee Magan contains seven villages, computed value	532	14
Pulleeput Magan contains four villages, computed value	1,000	8
Miyoor contains three villages, computed value	1,200	12½
Boodoor Magan contains five villages, computed value	1,336	14½
Tinneloor Magan contains twenty-one villages, computed value	2,629	0
Moorecumbauc Magan contains ten villages, computed value	1,739	14
Muddeecumbauc Magan contains twelve villages, computed value	898	12
Chittauracurna Magan contains five villages, computed value	376	2
Weddaulee Magan contains seven villages, computed value	708	12
Wettoor Magan contains eight villages, computed value	636	11
Nullaumoor Magan contains eleven villages, computed value	1,750	8
Ugirawauc Magan contains twenty-one villages, computed value	2,659	11
Pillanpoor Magan contains eight villages and a half, computed value	4,895	4
Pulliyennor Magan contains fourteen villages, computed value	3,964	4
Timmanporum Magan contains nine villages, computed value	902	12
Willeecaur Magan contains twenty-four villages, computed value	2,603	9½
Codoor Magan contains eighteen villages, computed value	623	7
Culleconum Magan contains twenty-six villages, computed value	2,154	10
Yerracanluar Magan contains twenty villages, computed value	3,823	10
Pullumbauc Magan contains eleven villages, computed value	951	9
Total villages on this side the river Mercawn three hundred and seventy and a half, computed value	55,146	12
Deduct shoterums, enams, and jaghires, twenty-one	4,948	12
Remains villages three hundred and forty-nine, computed value	50,198	0
Duties and customs	3,402	5
Total value of the district to the Company, Pagodas	53,600	5

Cavantandelum pergunnah, belonging to the Wandevash Circar, situated in the Carnatic Payen ghat, &c., computed value seventeen thousand and fifty-three Pagodas, nine annas. The Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Cavantandelum contains twenty-two villages, computed value .	10,826	12
Willecanoor contains twenty villages, computed value . .	3,059	9
Hussoor contains twenty-five villages, computed value . .	3,167	4
Total villages 67, computed value Pagodas	17,053	9

Chinnamanaikpollum village, in the Frewande pergunnah, belonging to the Waldoor Circar, computed value one thousand and seventy-two chucrams, eight annas. The Sunnud runs in the same manner as that for the seven Magans.

	Chucrams.	A.
Chinnamanaikpollum	1,072	8

Nuddeput village, in Vencatempeute pergunnah, belonging to the Waldoor Circar, computed value nine hundred and twenty-seven Chucrams, and eight annas.

	Chucrams.	A.
Nuddeput	927	8

GRANT from the NAWAB OF ARCOT for the COMPANY'S JAGHIRE, dated 28th and received the 30th August 1865.

In consideration of the greatness of the friendship subsisting between the Company and me, their kind treatment of me, and the particular regard I bear to you, enclosed I have sent under my great seal a Sunnud for the several places that form the Company's jaghire in which the former and the present grant are included. I have inserted the word *entire* or *without any exception* also; though I must own at the same time that I see no kind of occasion for the expression, and that my making use of it has been merely out of regard to our friendship. What can I say more?

Be it known to the deesmookees, deespondees, principal inhabitants and husbandmen of the Tripasore, &c., pergunnahs belonging to the Carnatic Payen Ghat and dependent upon the Soubah of Mahomedpoor, *alias* Arcot, that I have appointed and made over to the English East India Company (who have taken great pains and labor in my affairs, are my true friends, and will ever remain firm and steady in alliance with and in supporting myself and sons) the aforesaid pergunnahs, &c., as hereunder expressed by way of jaghire, the revenues of which as entered in the Mogul's books amount to four lakhs four hundred and ninety-four Pagodas, four annas and a quarter

(4,00,494-4¼) and chucrams six thousand and thirty-three (6,033): you, the said deesmookees, &c., must therefore take care to live in due obedience to the said Company and to pay them the proper revenues at the fixed and stated times, as according to their report whether in your praise or dispraise will be our favor or displeasure upon you. Look upon this as an order and comply accordingly.

Computed Revenues as put down in the Mogul's Books.

	Pagodas As.	Chucrams.	No. of Districts.	No. of Villages.
Madras, customs included	1,200 0	...	1	1
St. Thomas's district, customs included	6,346 15	...	1	7
Poonamalee district, customs included	34,840 0⅛	...	1	231
Trevendapoor	...	26,250 0	1	28

N.B.—The revenues of these four within the circumflex, amounting to Pagodas 42,386-15⅛, Chucrams 26,250, are mentioned not to be included in the sum of Pagodas 4,00,494-4¼ and Chucrams 6,033, specified in the Sunnud, these being in a prior grant.

Computed Revenues as put down in the Mogul's Books.

	Pagodas. As.	Chucrams.	No. of Mehers or Districts.	No. of Villages.
Tripasore entire, customs included	37,177 4	.....	1	211
The villages of Cotumbanbe, &c., belonging to the seven Magans, entire	17,450 2	.....	1	99
Poneer district entire, customs included	20,351 0	.....	1	150
Chiccutcota district entire, customs included	4,050 0	.....	1	3
Peddapollum district entire, customs included	12,414 12	.....	1	80
Perrambaue district, entire	6,207 9	.....	1	32
Munemungalum district entire, customs included	19,000 0	.....	1	81
Ootremaloor district, customs included	20,985 13	.....	1	62
Salliwaue district entire, ditto	19,229 11	.....	1	71
Seeva, or Great Conjeveram, ditto	19,414 6	.....	1	99
Bishun, or Little Conjeveram, ditto	25,195 12	.....	1	133
Cavantandelum district, entire	18,585 2½	.....	1	74
Chingleput districts entire, customs included	1,00,446 10	.....	1	362½
Siandut Bunder, *alias* Covelong district entire, customs included	17,512 9½	.....	1	54
Carongoly ditto, all on this side the river Mercawn entire, customs included	62,257 7¼	.....	1	387½
Chinnamanaikpollum village, belonging to the Trivedy pergunnah, entire	.....	1,072 8	1	1
Nuddeput village, belonging to the Venkatompente pergunnah, entire	.....	927 8	1	1
Curremundel, &c., villages belonging to the Pullul, entire	216 2	.....	1	4

	Pagodas. As.	Chucrams.	No. of Mehers or Districts.	No. of Villages.
Chittamoor, &c., villages belonging to the Tundewullum pergunnah, all that arise on that side the river Mercawn, entire . .	.....	744 . 8	1	12
Husoor, &c., villages belonging to the pergunnah of the same name, all that are on this side the river Mercawn, entire, customs included	.....	3,288 8	1	15
Total amount of the present grants and those of the 16th of October 1763 . . .	4,00,494 4¼	6,033 0	20	1,934
Total amount of the old grants mentioned in the first part	42,386 15½	26,250 0	4	267
GRAND TOTAL .	4,42,881 3¾	32,283 0	24	2,201

Sub-division thereof.

	Pagodas. Ans.	Chucrams. Ans.	No. of Mehers or Districts.	No. of Villages.
By the present grants now	34,430 4¼	4,003 0	.....	175
By those of the 16th of October 1763 . .	3,66,064 0	2,000 0	20	1,759
By the old grants	42,386 15½	26,250 0	4	267
Pagodas .	4,42,881 3¾	32,283 0	24	2,201

Dated the 21st of the moon Rubee-ul-sanee, in the year of the Hegira 1177, equivalent to the 29th October 1763.

Forms on the back of the Sunnud.

The Serishtadar's letter to the Nawab, informing him of the Sunnuds having been made out for the English East India Company the 16th of October 1763 to the amount of Pagodas 3,66,064 and Chucrams 2,000. Out of the several countries from which that sum arose there were many villages to the value of Pagodas 34,430-4¼ and Chucrams 4,033 (as entered in the Mogul's books) excepted; he requests therefore the Nawab's orders whether a new Sunnud for the whole (which he particularises in the same manner

as it is in the Sunnud) should be made out or not? To which the Nawab is said to answer in his own handwriting—"In consideration of the true friendship of the English East India Company and their remaining always in alliance with me, let a Sunnud for the whole jaghire without any exception be made out."

Registered in the Dewan's Office the 21st of the moon Rubee-ool-sanee in the year of the Hegira 1177, equal to the 29th October 1763.

N.B.—This is twice mentioned.

Registered in the Nawab's own Office the same day.

Firmaun from the Mogul, being a confirmation of the Nawab's Grants to the Company in the Carnatic—1765.

In these happy times our Firmaun, full of splendour, and worthy of obedience in all, is descended, purporting that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowlah Mahomed Ali Khan from the Circar of the Carnatic, in the parts above Madras, &c., to the high, mighty, &c., &c., English Company: We, in consideration of their great pains and services, have, from our throne, the basis of the world *conferred upon* or *confirmed to* them, by way of enam or free gift, without allowing any person whatever any part or share therein; you, therefore, our sons, omrahs, viziers, governors, mootsuddees, for the affairs of the dewanship, mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the above-mentioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the 6th year of our reign, equal to the 12th of August 1765.

The forms made use of on the back of this Firmaun correspond almost entirely with those on the back of that for the Northern Circars. The Kazzi's attestation is also in the same manner—*see No. LXXVIII.*

No. III.

Requisitions from the Nawab Wollau Jah and Replies from the Governor-General in Council.—1781.

The Requests of the Nawab Wollau Jah from the Governor-General.	*Replies to the Request of His Excellency the Nawab Wollau Jah.*
1st.—Let a Treaty be firmly established between us which may last for ever and be subject to no deviation.	*1st.*—A temporary Treaty shall be made subject to the revision and approbation of the Company; and it is hoped it may serve as the basis of another Treaty to be concluded under the orders and instructions of the Company and even with the sanction of the English Parliament, which may endure for ever, and rendered so binding that it shall not be in the power of any individual to break it or to depart from it.
2nd.—I am the hereditary Prince of the Carnatic and of Balla Ghat under Pran Ghat, and am independent of every one, and I have entire right and authority over my country, my children, my family, my servants, and subjects, and have power in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it.	*2nd.*—The rights and authority which the Nawab possesses over his country, his children, his family, his servants, and subjects in all the political and domestic administration of his country, we will maintain and support.
3rd.—As the Company and English nation are the protectors of my honor and government, they will act on those points only where the advancement of my interests is concerned.	*3rd.*—Certainly.
4th.—Ten battalions of well-disciplined troops are stationed by me with the Company and are paid by me, let them take nothing from me except the pay of them, and let all the contingent expenses, the batta for their marches and the repairs of the forts be by my consent, and let the accounts of every three months be punctually delivered to me within the sixth month. When	*4th.*—Both the pay of these troops and their batta and contingent expenses, and even the repairs of the forts, if any repairs are necessary, ought undoubtedly to be charged to the Nawab's account, because these are expenses incurred for his own immediate service, and in the time of war must depend upon the Commander-in-Chief of the forces under

peace shall be restored I will discharge the amount regularly, and let the Governor and Council of Madras give me a full receipt, and in time of peace let them assist me with these ten battalions that I may settle the country subject to me and derive some advantage from the expense.

5th.—Many polygars, notwithstanding that they have met with the greatest favor from me in time of peace, have from their ambitious and rebellious views joined my enemy Hyder Ali, and begun open war; I can therefore never place any reliance upon them or look upon them as deserving of favor. In this case my subjects are to be kept in awe by the punishment of these people, for which assistance is necessary.

6th.—After peace and alliance is made between me and the English Company, the enemies, the security and the dangers of both will be the same, that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India or the King of Great Britain would make a Treaty of peace with the King of France, and let the peace and security of the Carnatic and the rights of my government without the connection of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner and included in the Treaty.

the customary regulations and restrictions. The remainder of this Article is very proper. But it seems strange to us that a claim should be made of this kind, or any doubts implied concerning it.

5th.—The Nawab is master of his own country and the distributor of justice to his own subjects. This is so clear that it appears as if something more was meant than is expressed in the proposition.

6th.—In whatever Treaty shall be concluded between the Nawab and the Company it will of course be stipulated that the friends or enemies of either party shall be held as equally the friends or enemies of the other, and their interest, their safety, and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nawab and the Company, although unsupported by any written engagements. Respecting the latter clause of this Article, we are informed by Assam Cawn, the Nawab's dewan, that the Nawab possesses letters from the Company, the King's minister, and the King himself, on the subject of his will, and he has produced copies of those from the King and from the Company, which all express a clear acknowledgment of the Nawab's right to appoint a successor to the government of the Carnatic. It is therefore unnecessary and would be unbecoming in this government to make any provision, even in a tem-

7th.—In the garrisons of my forts commandants and pay masters are sent who at the advice of their Dobashes, with a view to profit, lend money to the ryots at an exorbitant interest, and afterwards are pressing for the money and interfere in the government and assist one another, by which great injury is done to my subjects and to myself. Let it be positively ordered that without my permission no one lend money to my subjects, and that for what is past as well as future the interest on all loans be 12 per cent. per annum; and that if any person should act contrary to this and should distress the ryots, I shall complain against him and request his removal, and the Governor and Council of Madras will remove him from his office and appoint another person in his room.

porary Treaty, for such an event, which we hope is far distant. Such acknowledgments are equivalent to Treaties and of the highest possible authority, and must be binding on all the servants of the Company and on the King's subjects.

7th.—We are greatly affected that any occasion should have been afforded for such complaints as are stated in this Article. They are no less repugnant to justice than injurious to the English reputation. We are willing to engage on the part of the English Company and of all their dependants that no one under their authority shall be permitted to lend money to any of the Nawab's subjects for the time to come, that it be prohibited in public orders, and that it is equitable that if any person shall act contrary to this prohibition or shall oppress the ryots, the Nawab shall have a right to require his removal, and that the Governor and Council of Madras shall be bound on such requisition to remove him and to bring to a public trial that he may suffer such sentence as shall be due to the degree of the offence if it shall be established against him. But as we conceive that it will be often difficult in cases of this nature to obtain such evidence of the facts as the strict forms of our military laws shall require, and must in every case render the Nawab popularly obnoxious by standing forth as he necessarily must in the character of a prosecutor against the servants of the Company, to whom he ought never to be known but by acts of benevolence, and as the appointment to military commands in his country is intended for his sole benefit and the support of his government and interests, we proceed

yet further to declare that the Nawab has just claim to object to the appointment of any person of whom he shall disapprove to any command in his country or to the continuance of any person in any such command against whom he shall have cause of sufficient validity for his own conviction to object, and that in every such case the Governor and Council ought to conform to his objections. But the invariable application of this rule can only be admitted in a time of peace. In a state of actual war it might be productive of dangerous consequences, and the principle on which it is constructed must be therefore in such a season left to the equity of the Governor and Council and the discretion of the Commander-in-Chief of the forces.

8th.—My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose. From the commencement of my connection I have paid very considerable sums on this account, and on the day that Hyder invaded the Carnatic, I owed the Governor and Council of Madras less than one lakh of Pagodas, which I was in hopes of discharging by receiving bills from the bankers in the country, when in the meanwhile the attack of our enemy began, and I, instead of paying the balance in money to the Company, provided in my country a greater amount than that in rice and bullocks and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly and a less quantity in Vellore, &c., and what was in those forts which our enemy has taken is in his possession.

Had not my bad destiny produced many obstacles there is no doubt but

8th.—This is just; let the Nawab consent and engage to assign all the revenues of his country during the war without any exception to the Company for the actual support of the war. Let the collections and their assignments be made by his own amils in conjunction with persons appointed by the President and Council of Fort St. George and invested with an authority from him to receive from the amils all the money which shall be collected; and to intercept and seize all sums of money which the amils or others shall attempt to secrete from the districts under their jurisdiction, that the whole may be applied and exclusively appropriated to the service of the war, excepting such sums as the Nawab shall require to be paid immediately to himself for his own and the necessary disbursements of his country; that he will remove and punish such of his amils as shall attempt to elude this regula-

at this time I should not have been indebted one single Pagoda to the Company.

Of several talooks of the Carnatic, which are still secured from our enemy, the collections are included in the accounts of the Company, but some talooks are assigned to my creditors, and some I have received the peshcush in advance for. Whatever is collected from these mahals let it be expended for the Company, but for the satisfaction of my creditors my friends must be just: as soon as the enemy shall have left my country let the collections of those talooks be given to my creditors in order to pay off their principal agreeable to my engagements with them.

tion, and that the persons as abovementioned appointed to receive the revenues, as a pledge of their integrity, shall be required to swear that they will be true to the trust reposed in them, and that they neither receive nor permit to be taken, either directly or indirectly, any portion of the revenues, but such as they shall bring to a public account; that of such talooks as have been assigned to the Nawab's creditors the net sums of the collections shall be received into the Company's treasury for the services of the war as above provided, but carried to the credit of the collection head of the Nawab's creditors to whom they have been assigned, to be hereafter distributed amongst them according to their respective claims. By this arrangement the resources of the Carnatic will be applied as they ought to be to its immediate defence and preservation, and the rights of the creditors will be secured,—and this agreeable to the request which the creditors themselves have formerly made.

9th.—For several reasons, and from the invasion of my enemy, which are not unknown to my friends, I am greatly distressed, and my subjects are not in a state to suffer me to have any hopes from them. With my exertions and endeavours alone it is difficult to adjust my concerns; it is necessary that my friends should be just and favourable to me and should assist me in this manner by giving into my hands after the defeat of our enemy the talook of Kurpah and Zeer Ghat and several mahals in Balla Ghat belonging to Carnatic Payen Ghat which are in my country and are my right, and I will maintain in my service 5,000 well disciplined horse for the collections of it.

9th.—The recovery of the Carnatic from the hands of the enemy must be our first object. That of its dependencies will be the second; but it will not rest upon our ability. It cannot be made a fixed Article of a Treaty. The purposes for which the proposed annexations of Curkapah and Zeer Ghat Gutti and the several mahals in Balla Ghat, which belong to Carnatic Payen Ghat, is professed to be intended, is equally necessary for the service of the Nawab and of the Company, and the future security of their common interests, and therefore must be equally the desire of both.

10th.—The talook of Tanjore, which is my right, I at a considerable expense, conformable to the rules and practice of Hindostan, took possession of; in this my friends assisted me, for which I returned them thanks. Since that they have at the sole instigation of self-interested people taken it from me by force, which has brought great damage to me, my subjects, and creditors. To this time such is the situation, numbers of my creditors are Englishmen, which is not unknown to you, as I have repeatedly written to you. From that time my right has been given up to a ryot of mine, but no advantage has accrued from it to the Company's concerns, but, on the contrary, he has connected himself secretly with Hyder Ali and the Mahrattas and has refused to supply money and stores, but keeps all his money in Negapatam, a Dutch Settlement. If my friends would act justly and give the talook to me, great advantage would be derived for the Company and my affairs and the views of our enemies would be counteracted, otherwise let the whole collections of Tanjore be appropriated to the payment of the Carnatic army, my public and private debts, and the expulsion of our enemy. Tanjore is a talook of the Carnatic, and let a share of it be assigned to my creditors that they may be quieted and pacified in some degree till my friends in England shall have done me justice; and let the Governor General and Council conformably to their justice and greatness write about this matter which is my right. The Governor General and Council have the administration of affairs of India; if the enquiry into this matter depends on the gentlemen in Europe, it is for the general advantage that they should write about it. I am the friend of the Company; the great weight of debts, the mortgaging

10th.—This Government hath no authority to enquire into the reciprocal claims of the Nawab and the Rajah of Tanjore. These are before a higher and a competent tribunal. We can only require that as the zemindaree of Tanjore is a member of the soubah or province of Carnatic, its resources shall in like manner be primarily, and at this time of common danger be exclusively, applied to the maintenance of the forces employed in the defence and preservation of the whole; that the revenues be taken in assignment and put under a commission similar to that proposed for the rest of the Carnatic, and received and applied in the same manner and for the same purposes. This requisition has been partly made, and shall be repeated in the above forms to the President and Council of Fort St. George. But it will rest with them to conform to it or by rejecting it to take the responsibility of it upon themselves.

my jewels and the sale of them have brought on me a disgrace and distress which the Company never meant to have come upon their old friend.

11th.—Besides the expenses of the Company, the pay of my troops, the native bankers my creditors, the Hindoo and Musselmen securities, I am indebted about 70 lakhs of Pagodas to European creditors, both old and new, and people living under the protection of the Company. When I reflect on the payment of such large sums I am plunged into a sea of distress. Except from the assistance of my friends I can see no release from this heavy load, that having escaped from such anxiety might apply myself to the cultivation of the country and the protection of the ryots. I therefore beg your advice and sentiments on this point, which I request you to give in such a manner as no injury may arise to my concerns and reputation, no detriment to my creditors, and no loss to the Company.

11th.—Our advice is this, that a new adjustment be made of all the Nawab's debts contracted with British subjects without any distinction of old debts, of those of a more recent kind called his consolidated debts, or of others newly contracted but not yet brought to any public account or adjustment; that the interest upon the whole and upon each debt shall be allowed and added to the original debt to the 25th November 1781 and thenceforward shall cease; that from such debts as have been transferred from the original proprietors by purchase or otherwise a deduction shall be made of 25 per cent. from the whole amount, and the remainder be the sum for which the Nawab shall be finally debited; that the adjustment being made in this manner the sum adjudged to be respectively due to each creditor shall be brought to his separate credit; that Company's bonds with the usual interest shall be granted to each who shall be entitled to a share in the sums received on account of the assigned revenues in the proportion of his respective debt, and in like manner to the creditors for advances made on the security of the public revenue for the sums brought to their account; and that it shall be left to the Nawab, with the concurrence of the President and Council of Fort St. George and the sanction of the Governor General and Council, to appropriate such a portion of the revenues after the conclusion of the war or any period of it which shall admit of such an application of them, as an assignment for the annual payment

of the debt until the whole shall be discharged; that this plan is recommended both to the Nawab, the President and Council of Fort St. George, and the creditors, and will be transmitted to the Company in the first advices to them from this Presidency.

12th.—If an agreement shall take place accordingly to the abovementioned plan, it will be necessary both for the purpose of rendering it effectual and for preventing the like distresses from falling on the Nawab and individuals in future, that the Nawab shall solemnly engage that he will never hereafter borrow money from the Company's servants or any other British subjects; that the most public notice shall be given that no loans to the Nawab or bonds accepted upon such loans shall be valid or the loans recoverable by any influence or interference of the Company or its representatives; and the Governor General and Council will engage on their part for themselves, the Company, and their representatives, that no authority of the Company or of the Presidency of Fort St. George shall be employed for the recovery of any debts so contracted.

The Dewan having objected to the passage in the second reply which begins with these words, "But a state of war, &c.," and to all the words following in that Article, it is agreed to omit them and in the place of the preceding words "is incontestible" to substitute these, "we will maintain and support." Syed Assam Cawn having clearly understood and approved of all the replies of the Board with the above amendment, and a literal translation of the same being given to him in the Persian language, he, on the part of his master, agrees to them in every particular, and requests that the following Declaration may be affixed to them for his and for the signature and seal of Mr. Richard Joseph Sulivan, whose name having been joined with Assam Cawn's in the credentials is therefore necessary to the complete ratification of any agreement founded on them.

We, Assam Cawn and Richard Joseph Sulivan, in virtue of full powers granted to us by Nawab Wollau Jah to negociate and conclude a Treaty of Agreement with the Honourable the Governor General and Council of Bengal,

for and on account of the future regulation and management of the affairs of the Carnatic, and in the name and on the behalf of the Nawab Wollau Jah aforenamed, solemnly agree to all the conditions expressed in the preceding replies of the Governor General and Council to the annexed corresponding propositions made by Syed Assam Cawn Bahadoor, on the behalf of the Nawab Wollau Jah aforesaid, and do bind him the said Nawab Wollau Jah and do declare him to be bound to the performance of every thing required to be performed by him in the said replies in the same manner and as fully as if he himself had been present at the execution of this deed and had signed the same, regarding the same in the light of a Treaty executed in the usual form.

In witness whereof we have hereunto set our names and seals to this deed, and have caused it to be written on a paper to which the Nawab Wollau Jah himself hath with his own hand affixed his seal in our presence as a confirmation of his concurrence in whatsover agreement should be written upon it by us, and of the sanction of his faith pledged for every obligation expressed and implied by it.

We, the Governer General and Council of Bengal, do in the name and on the behalf of the East India Company agree to all the conditions as they are expressed in the above replies made by us to the annexed and corresponding propositions of Syed Assam Cawn Bahadoor, and do solemnly bind ourselves and all the other representatives of the Company to the exact and faithful performance of the same, so far as they are expressed or can be understood to be binding on our parts regarding it in the same light as a Treaty executed in the usual form.

No. IV.

SUNNUD from the NAWAB MAHOMED ALI for the transfer of the revenues of the CARNATIC to the BRITISH GOVERNMENT, DATED 2nd December 1781.

This paper is to have all the force and validity of a Sunnud, and no other instrument is necessary between His Highness the Nawab and the Governor, on behalf of the Company. His Highness empowers the Governor to appoint all renters or amildars to be confirmed by His Highness. The Governor to settle with them for rent. The time of renting to be for three or five years as the Governor shall settle with the renters. Rent not to be inferior to net revenue of His Highness's exchequer in similar circumstances. The orders which His Highness will give shall not affect the revenue. Orders relative to the revenue shall proceed from Lord Macartney alone. Orders from His Highness and from His Lordship to be communicated to each other. His Highness will give usual cowles to the amildars who will be appointed by the

Governor, with the addition of a clause declaring that all moneys are to be paid to the orders of the Governor only. The Governor obliges himself to pay to His Highness the sixth part of the revenue from time to time as the same shall be received by the Governor, and to pay it agreeably to His Highness's orders here or in the respective countries where the same shall be collected, as His Highness shall please to direct. The remaining five parts of the net receipt of the revenue shall be placed to His Highness's credit with the Company. The Governor to furnish receipts to His Highness from time to time for the sums that shall be received on His Highness's account.

His Highness declares that during the period now agreed upon of five years he will not remove or dismiss any renter without the knowledge and consent of the Governor. His Highness also empowers the Governor to regulate and receive all peshcush and all other revenues of the Carnatic: allowance to be made only by the Governor for the amount of His Highness's Sunnuds for giving peshcush for one or two years, granted before the second day of April last. All new Sunnuds to polygars to be given by His Highness and not by the Governor. Such revenues to be so regulated as not to be inferior to the net receipts in similar circumstances. The Governor to pay one-sixth part also of such peshcush and other revenue to His Highness; the remainder to be placed to his credit, as in the case of the amount of rents.

Lord Macartney will please to act conformably to this paper, which is signed and sealed in duplicate, both by His Highness and the Governor, and reciprocally delivered to each other.

Madras, December 2nd, 1781.

A true copy of the translation from the Persian original, signed by Lord Macartney.

(Sd.) J. HUDLESTON,
Secretary.

No. V.

Preliminary Treaty with the Nawab Mahomed Ali, 1785.

Preliminary Articles of Agreement to be entered into between His Highness the Nawab of the Carnatic and the Government of Fort St. George, previous to the surrender of the Assignment, June 1785.

Article 1.

His Highness the Nawab agrees to pay his proportion of the current charges, as stipulated by the Company, to be finally settled by Treaty between

His Highness the Nawab and the Governor and Council of Madras, agreeably to the late orders of the Company, dated the 9th December 1784. Until the exact proportion can be ascertained His Highness consents to consider it at four lakhs of Pagodas per annum.

ARTICLE 2.

His Highness the Nawab will likewise pay twelve lakhs of Pagodas per annum on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE 3.

Under the two foregoing Articles, His Highness will pay sixteen lakhs of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made.

ARTICLE 4.

His Highness agrees to give the same security for the above twelve lakhs of Pagodas per annum as is required of him by the Company for his proportion of the current charges.

ARTICLE 5.

In case of any failure in the payment of the kist when it becomes due, or within twenty days afterwards, it is hereby stipulated that the Company may possess themselves of certain districts hereafter mentioned to double the amount of the balance due by the Nawab at the time. When the Company find it expedient, under the conditions agreed on, to have recourse to this security, application must be made to His Highness the Nawab, who will inform the amildar or amildars of the amount of the Company's claim. The Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nawab's government by turning out the amildars or sheristadars. The Company's people employed in those districts are to give regular receipts for the moneys they shall receive; and when the full amount for which such district or districts stood answerable shall have been paid to the Company, their power will of course immediately cease, and the Nawab's authority be restored as fully as over any other part of the Carnatic.

ARTICLE 6.

Should any cause of complaint arise against the amildars of the districts so made over to the Company, it must be represented to His Highness the Nawab, who will give them satisfaction upon the subject, even to the dismissing the amildars and appointing others in their stead, if it should be necessary.

ARTICLE 7.

It has already been stated that when a kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to

the security given to them; but as, from the nature of revenue collections, the full produce of the country to make good the last kist cannot be received until the beginning of the following year, the Nawab requires two months for completing what may remain due of the last kist, to the amount of two lakhs of Pagodas. Should the balance exceed that sum, two months after the kist shall have become due, the Company may take possession of the management, as before mentioned in the fifth Article of this Agreement.

ARTICLE 8.

His Highness the Nawab, taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and being sensible of how much importance it is that the military expenses should be regularly provided for, His Highness agrees that the amount of his shares of the current charges shall be exclusively paid with the first kist, and as much of the second kist as may be necessary to make up the four lakhs of Pagodas. The remaining part of the second kist and the whole of the third kist, amounting to twelve lakhs of Pagodas, will be appropriated in discharge of His Highness's debt to the Company and his private creditors.

ARTICLE 9.

The whole sum of sixteen lakhs of Pagodas is to be paid in the manner following:—

First Kist, 30th September	Pagodas	3,00,000
Second Kist, 31st January	„	6,00,000
Third Kist, 10th July	„	7,00,000

It was submitted and known to His Highness the Nawab that the renters, his subjects, were employed under the Company, and His Highness engages to continue the same renters as long as they shall conduct themselves to his satisfaction, at the same time that he cannot consent to confirm them on the conditions of the Company's cowle.

ARTICLE 10.

The following districts are to be answerable to the Company in case of failure of payment:—

1. The district of Irwatoor with the villages of Tummanoor.
2. The district of Ellengad, &c., consisting of twelve Magans.
3. The district of Usspoor with the villages of Coonammead.
4. The pergunnah of Tendawannam.
5. The pergunnah of the Cusbah of Veerdaoor, including nine mehals, and Terwadee and Veedvor and Veeramunnee and the talooka of Choalwatlee.
6. The pergunnah Bealpoor, including the pergunnahs of Terwamaloor, Teeraloor, Terman Nellore, Servapallam, and Terwum Nellore.
7. The villages of Arcot and Aralwadie.

8. The pergunnah of Weerdachal, Gograpoor, Woolumgaul, and Senemmorhtie.
9. The pergunnah of Ealwanasoor.
10. The pergunnah of Kulcoorshee.
11. The jaghire of the fort of Pramedaguddah and the talooka of Shunkropoor.
12. The pergunnah of the Cusba of Nusreelguddah.
13. The villages of Pumatoor.
14. The talooka of Cunanore.
15. The pergunnah of the Havealu of Tumamel, including the villages of Cullespauk.
16. The villages of Advormungal.
17. The pergunnah of Paloor, &c.
18. The pergunnah of Chungour.
19. The pergunnah of Telgoody, &c.
20. The pergunnah of Demarpank.
21. The villages of Vellapank.
22. The villages of Mundeall.
23. The talooka of Tunmerie.
24. The villages of Chuckrangpoor.
25. The pergunnah of Chelingavaram with Tuckolum.
26. The villages of Chucknamulloor with Nantery.
27. The talooka of Avaloor.
28. The talooka of Mealcherry.
29. The talooka of Vanlapundiel.
30. The pergunnah of Pendie, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Canverypank.
33. The pergunnah of Amboor.
34. Tulleput and Agraram.
35. The talooka of Alleanoor.
36. Worriori Pollam.
37. Vallundapoor, excepting the jaghire of Runjenagudd.

Their value is estimated at six lakhs of Pagodas per annum; and if the deficiency exceed what the above districts can make good, in the proportion mentioned in the fifth Article of this agreement, the Nawab is then to specify other districts in addition, and make them over to the Company accordingly, with due regard to the spirit of such obligation.

The security for the twelve lakhs on the Arcot districts is accepted upon a full conviction that Soucar security is not valid: but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nawab agrees to cancel the security he has already given, and substitute Soucar security in its stead.

Article 11.

Should there be any essential failure in the crops, owing to the want of rain or otherwise, it is agreed that a deduction be made, not from the current

charges, but from the twelve lakhs stipulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council.

ARTICLE 12.

The Company having been pleased to direct that a Treaty be formed with His Highness the Nawab, embracing some essential points, which cannot at present be ascertained, and as it is His Highness's wish that the Treaty, when concluded at Madras, should be ratified by the Governor-General and Council of Bengal, which would take up some time, and consequently prevent the orders of the Company regarding the assignment being carried immediately into effect, the above preliminary Articles of agreement have therefore been entered into between His Highness the Nawab and the Governor and Council which are hereby declared to have all the force of a Treaty: and as to what respects the twelve lakhs of Pagodas to be paid yearly on account of the debt due to the Company and private creditors, an instrument, separate from the Treaty, to the effect above mentioned, shall be executed under the seal and signature of His Highness the Nawab.

ARTICLE 13.

The within conditions being first duly signed and sealed by the respective parties, the agreement of the 2nd December 1781 will be immediately returned to His Highness the Nawab, who is hereby restored to the possession of and full exercise of sovereignty over the Carnatic.

Signed by the NAWAB,
(Sd.) ALEX. DAVIDSON.

(Sd.) T. OAKES,
„ C. FREEMAN,
„ J. CHAMIER,
} Witnesses.

June 1785.

No. VI.

Treaty with the Nawab Mahomed Ali, 1787.

Treaty of perpetual friendship, alliance and security concluded between the Honorable Major General Sir Archibald Campbell, Knight of the Bath, President and Governor of Fort St. George and the Council thereof, on the part of the United Company of Merchants of England trading to the East Indies and His Highness the Nawab Wolau Jah Omdet-ool-Moolk Umeer-ool-Hind Ausuph Dowlah Aneverdeen Khan Bahadoor, Zaffer Jung Sippa Salar, Soubadar of the Carnatic, on behalf of himself, his heirs and successors.

The Court of Directors of the Honourable United East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel and the Carnatic, and considering the present hour the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic and the Northern Circars on a solid and lasting foundation, have communicated these their sentiments to His Highness the Nawab of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George upon the principles and conditions hereinafter mentioned; in consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that for discharging the expense of war, in the event of war breaking out in the Carnatic or on the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores, and provisions (the granaries and present magazines of His Highness the Nawab excepted), with full power to occupy or dismantle such forts as by

them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Highness the Nawab of the Carnatic and of the English United East India Company shall be considered as the friends and enemies of both.

His Highness the Nawab of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of nine lakhs of Pagodas, to commence in the Fuslee 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into kists payable at the following periods, that is to say :—

30th November	3,00,000
31st March	6,00,000
Star Pagodas .	9,00,000

ARTICLE 3.

That the Honourable East India Company will, in like manner, contribute, and, with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expense of the military peace establishment, beyond the said annual contribution of His Highness already mentioned.

ARTICLE 4.

That for the satisfaction of His Highness the Nawab of the Carnatic, his heirs and successors, the President and Council of Fort St. George shall furnish His Highness annually with an accurate account showing the number of troops maintained and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lakhs of Pagodas annually contributed by His Highness to the general defence.

ARTICLE 5.

In case of failure in the punctual payment of the nine lakhs of Pagodas already mentioned, to the amount of one lakh of Pagodas in any kist, for the period of one month after the same shall become due, His Highness the Nawab agrees that certain districts specified in the Schedule No. I, hereunto annexed, shall be made answerable for such failure, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Nawab's amildars all the rents, revenues, duties, customs, and peshcush of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, &c., giving regular receipts for all the moneys which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry

receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs or from the zemindars or polygars, tributaries to His Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendent or receiver shall be immediately recalled.

ARTICLE 6.

At the appointment of the superintendent or receiver, the Nawab will furnish the Company with the obligations the amildars of each district shall have given to the Circar, and if they do not pay the money punctually to the superintendent or receiver agreeable thereto, the Nawab, at the request of the Governor in Council, will immediately dismiss the said amildars, and appoint by Sunnuds such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Highness.

ARTICLE 7.

That the exercise of powers over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth Articles, in case of failure in the payment of any of the said kists, shall not extend or be construed to extend to deprive His Highness the Nawab of the Carnatic, or his successors, of the civil Government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing Articles expressed and mentioned.

ARTICLE 8.

That in the event of any war breaking out in the Carnatic or on the coast of Coromandel, the said United Company will charge themselves with the direction, order, and conduct thereof, and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war. To remove every doubt on the part of His Highness of any secretion or diversion of the said revenues from the purpose aforesaid, His Highness the Nawab of the Carnatic, in behalf of himself, his heirs and successors, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Circars, as well as the state of all the other revenues collected from the customs, from the zemindars and polygars tributary to the Company.

ARTICLE 9.

That in the like event His Highness the Nawab of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually for jaghires to the family of His Highness, and 21,366 Pagodas annually for

charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, as also for the interests of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE 10.

For the more effectual security of the payments of four-fifths of the revenues of His Highness annually to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the countries and districts of the Nawab, as well as the state of all the other revenues collected from the customs and from the zemindars and polygars tributaries to His Highness; and in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Nawab in the manner specified in the fifth Article of this Treaty respecting the districts mentioned in Schedule No. 1, with the same authority and under the like restrictions and conditions expressed in case of failure.

ARTICLE 11.

That the said annual four-fifths, payable from the revenues of His Highness the Nawab of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war until his proportion of twenty-five fifty-one parts is paid off and discharged.

ARTICLE 12.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled; and it is further expressly declared that the eleventh Article shall not have any retrospect to the expenses of any war antecedent to the date of this Treaty.

ARTICLE 13.

That after the termination of such war and during the application of the said gross revenues to the debts and expenses thereof, the second, third, fourth, fifth, and sixth Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 14.

In case His Highness shall at any time have occasion for any number of troops for the security and collection of his revenue, the support of his authority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose on a public representation being made by His Highness to the President in Council of Fort St. George of the necessity of employing such a force and the objects to be attained thereby. In case of the march of such troops, the additional batta and expenses attending their movements will be annually discharged by His Highness at the end of each year.

ARTICLE 15.

Whenever the Company shall enter into any negociations wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatic as the firm ally of the Company; and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood that His Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of His Highness shall be inserted in all Treaties regarding the Carnatic, and His Highness will not enter into any political negociations or controversies with any State or power without the consent or approbation of the President in Council of Fort St. George.

ARTICLE 16.

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawab to the Tanjore country.

ARTICLE 17.

Should there be any essential failure in the crops in the time of peace, owing to the want of rain or any other unforeseen calamity, a deduction shall be made in the Nawab's kists to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom His Highness grants full power and authority to appoint one or more superintendents and accomptants to inspect and examine the cutcherry receipts of all the countries and districts of His Highness the Nawab of the Carnatic for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of His Highness.

ARTICLE 18.

It is hereby stipulated that the conditions mentioned in the Articles of agreement between the President in Council of Fort St. George and His Highness the Nawab, dated the 28th June 1785, for payment of four lakhs

of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE 19.

It is further stipulated that the said Articles of agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of His Highness the Nawab, shall be and continue in full force and virtue.

In confirmation of all the Articles in the preceding Treaty, the President and Council of Fort St. George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments of the same tenor and date at Fort St. George on the 24th day of February in the year of the Christian era 1787; and His Highness the Nawab Wollau Jah, for himself, his heirs and successors, hath also subscribed and sealed the same instrument at Chepauk House the 5th day of the moon Jemadee in the year of the Hegira 1201.

(Sd.) ARCHIBALD CAMPBELL.
„ ALEXANDER DAVIDSON.
„ JAMES HENRY CASAMAJOR.
„ JOHN MACPHERSON.
„ JOHN STABLES.
„ JOHN CHAMIER, *Secretary.*
„ CHARLES BONNY, *Secretary.*
„ A. M. CAMPBELL, *Secy. to Govt.*

Schedule No. 1.

In the annexed Treaty referred to.

1. The district of Trivatoor with the villages of Tremmanoor.
2. The district Ellengad, &c., consisting of twelve Magans.
3. The district of Uspoor with the villages of Oonummead.
4. The pergunnah of Tindavanam.
5. The pergunnah of the Cusbah of Verdaoor including nine mahals and Tervadee and Veedaoor and Vecramunnee and the talooka of Ahoalwallee.
13. The villages of Permatoor.
14. The talooka of Cannanore.
15. The pergunnah of the Havialee of Ternamel including the villages of Callispauk.
16. The villages of Adoormungah.

17. The pergunnah Paloor, &c.
18. The pergunnah of Chingum.
19. The pergunnah Talgoody, &c.
20. The pergunnah of Damarpauk.
21. The villages of Villapauk.
22. The villages of Mundial.
23. The talooka of Timmeree.
24. The villages of Chuckrauzpoor.
25. The pergunnah of Cholingavaram with Tuckalum.
26. The villages of Chuckramullar with Mauteary.
27. The talooka Awaloor.
28. The talooka of Mealcharry.
29. The talooka of Vanlapundoil.
30. The pergunnah of Pourda, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Cawverypauck.
33. The pergunnah of Amboor.
34. Tulleput and Agraham.
35. Talook Alleanere.
36. Warriorepollam.
37. Vallicundapoor excepting the jaghire of Rajinguda.
38. The district of Sellembar, one mahal.
39. The district of Cartmanaurgoody exclusive of the jaghire, one mahal.
40. The district of Bhoowangerry, one mahal.
41. The district of Verdachel, &c., five mahals.
42. The district of Vanelampeat and Feartnaggery, two mahals.
43. The district of Pudevear and Moolcaud, two mahals.
44. The district of Noonulgud, otherwise called Gingee, one mahal.
45. The district of Yeamputtoo and Pullygoondaput, one mahal.

The provinces of Trichinopoly—

Madura, Augle, and Palnaud.

It is stipulated and agreed at the time of executing this Treaty that the countries and districts in the above Schedule mentioned shall be answerable for any failure in the payment of the nine lakhs of Pagodas mentioned in the said Treaty; and in case they should not be adequate to the discharge of any failure when such may happen, it is stipulated that His Highness the Nawab shall name other districts to make good the deficiency; but if they exceed the amount of such failure that His Highness shall keep back districts to the amount of the same.

(Sd.) Archibald Campbell.

„ Alexander Davidson.

„ James Henry Casamajor.

No. VII.

Treaty between the Honorable East India Company and the Nawab of Arcot, July 1792.

Whereas a certain engagement, entered into between the Honorable English East India Company and His Highness the Nawab of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawab, contained in a certain letter addressed by him to the Governor-General, etc., etc., dated the 18th of the month Shawul, 1206 Hegira (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawab agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawab for the discharge of certain debts due by the said Nawab to private persons, it has been mutually agreed, in consequence of the above-written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof the Right Honorable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor-General, etc., etc., etc., invested with full powers on the part of the said Honorable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawab Wolau Jah Ummeer-ool-Hind Omdet-ool-Moolk Ausuph-ool-Dowlah, Aneverdeen Khan Bahadoor Zaffer Jung Sippa Salar, Nawab of the Carnatic, in his own name, and for himself and his successors, his eldest son Nawab Omdet-ool-Omrah Najun-ool-Moolk Assud-ool-Dowlah Hossein Ali Khan Bahadoor Zoolficar Jung, and his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

Article 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent the Honorable English East India Company agree to maintain a military force, and the Nawab Wolau Jah Bahadoor agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Nawab further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last the said Company shall possess full authority over the Carnatic (except the jaghires belonging to the family of the said Nawab, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the jaghiredars of the said jaghires, and of their fidelity to the said Nawab and to the said Company, shall be continued to them, subject to the pleasure of the said Nawab only, and except also certain charities, amounting to Star Pagodas 21,366 subject to the same conditions as are mentioned with respect to the jaghires) and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawab one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Carnatic shall be restored to the said Nawab, except in certain cases which are hereinafter mentioned.

ARTICLE 4.

The Nawab Wolau Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lakhs of Star Pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawab, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawab to the Company.

ARTICLE 5.

The said Nawab having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth Article, determines that the tributes or peshcush payable by the polygars, as more particularly mentioned in the

Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said polygars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawab either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawab annually for the aforesaid tributes or peshcush, in part payment of the sum of nine lakhs of Star Pagodas abovementioned, without any deduction whatever. Although the contracting parties have in the present instrument agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lakhs of Pagodas as the amount of the tributes or peshcush from the polygars, yet should it on future enquiry appear that the said polygars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule shall be deducted from the sum of nine lakhs, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned. It is however mutually agreed that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, as specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force.

Article 6.

The said Company, desirous of preserving the rights of sovereignty over the said polygars to the said Nawab, engage to the utmost of their power, and consistent with the realization of the tributes or peshcush from them, to enforce the allegiance and submission of the polygars to the said Nawab, in customary ceremonies, and in furnishing the polygar peons, according to established custom, for the collection of the revenues, the support of government, and for the protection of the property of the inhabitants of the said Nawab's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawab, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawab's, name. For the better execution of this and the fifth Article, the said Nawab promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each polygar, and to the purport hereof, without delay.

Article 7.

After deducting from the abovementioned sum of nine lakhs of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth Article, the amount of the tributes or peshcush from the polygars, as specified in the Schedule No. 1, the said Nawab agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105 Star Pagodas for the pur-

pose mentioned in the fourth Article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods:—

On the 1st September	1,00,000	0	0
„ 1st October	1,00,000	0	0
„ 1st November	1,00,000	0	0
„ 1st December	1,00,000	0	0
„ 1st January	1,00,000	0	0
„ 1st February	1,00,000	0	0
„ 1st March	1,50 000	0	0
„ 1st April	1,50,000	0	0
„ 1st May	2,00,000	0	0
„ 1st June	1,56,400	15	54
Star Pagodas	12,56,400	15	54

And it is mutually agreed that on the full liquidation of the debts before mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth Article a reduction in equal proportion shall take place in the above instalments.

ARTICLE 8.

The said Nawab engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Nawab agrees that the said Company shall assume the management of and make the collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Nawab, who shall, on the arrival of the Company's officers in the said district, recall all his officers except one in each district, which officers shall remain at the sudder cutcherry, and shall be furnished annually, by the officers of the said Company, with copies of sudder cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the kist which shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of each of the ten kists abovementioned, equal

to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed that an account, called "Balance Account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawab and the said Company, in which the said Nawab shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum to be for that purpose paid by the Nawab to the said Company, according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawab.

Third.—Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that, in case of any of the kists for the sum remaining (after the deduction of the sum of 6,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash) be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen from the payment of the kists, and shall give credit to the said Nawab for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, any thing contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawab credit for the revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 2 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Nawab agrees that he will not grant tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any tunkaw or assignment should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Nawab to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted, and a Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawab, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE 9.

In case the said Nawab shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawab to the President and Council of Fort St. George, of the necessity of employing such troops and of the objects to be obtained thereby; and the said Nawab agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawab to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth Article.

ARTICLE 10.

The said Nawab shall receive regular information of any negociation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawab shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto: and the said Nawab agrees that he will not enter into any negociation or political correspondence with any European or Native power without the consent of the said Company.

This Treaty, consisting of ten Articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect from 12th day of July, 1792 (corresponding with the 22nd day of the month Zekaida, 1206 Hegira), and, the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honorable Charles Earl Cornwallis, K.G., Governor General, etc., etc., etc., shall affix his seal and signature to one counterpart, on the part of the Honorable English East India Company, and the Nawab Wolau Jah Bahadoor, Nawab of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House, this 22nd day of Zekaida, 1206 and 12th day of July, 1792.

Schedule No. 1.

List of Polygars with the amount of their respective Tributes or Peshcush, as mentioned and referred to in the fifth Article of the accompanying Treaty in force from the 12th day of July, 1792, corresponding with the 22nd day of Zekaida, 1206 Hegira.

				Star Pagodas. F. C.
Camar Yackum Naigh	Vencategherry	.....		21,673 10 64
Vencataput Naigh	Caleshe	.....		10,775 0 0
Juppaty Rammanaud	Sydapoor, Madras			
		Pagodas	6,000 0	
				6,600 0 0
Bonnawase		.....		32,586 9 0
Princewas Row	Arnee	Rupees	10,000 0	
				2,857 5 11
Butchey Naigh	Marangapoory		12,093 12	
Lingama Naigh	Nallum		8,598 12	
Zongama Naigh	Comavandy		10,483 12	
Saumy Naigh	Ramgunny		11,731 4	
Mootea Naigh	Petta Molingy		9,556 4	
Combia Naigh	Venamatapotam		6,400 0	
Bosamopa Naigh	Youmula		642 2	
		Rupees	60,505 14	16,154 26 20
Maduram Sing Pettaputty Ramnautporam		.....		*62,857 5 11*
Warriar Tarver, Mapilla, in the room of the Ranee and infant heirs of	Shevegungo	.....		*50,000 0*
Polygars of the District	Madura	.....		*3,751 0*
Varayoo Narama Vunnyam	Shevigerry		*11,176 0*	
Yesrapa Naik	Ellaporam		*11,176 0*	
Madurapah Taven	Wootamaly		*8,128 0*	
Coolava Taven	Nadoorvarcoocky		1,574 8	
Indera Talwen	Talwencotta		609 6	
Saule Talewen	Soumden		508 0	
Tady Talewen	Candombar		1,016 0	
Nulla Cooty	Lingumputty		314 0	
Chaturoyen	Woorcad		304 8	
Choca Tulevan	Maucuhy		1,016 0	
Cataboon Naigh	Pandlem Courchy		11,176 0	
Audrooconda Vunnyan	Edyarumpuny		6,096 0	
Numja Naigh	Malemondy		1,016 0	
Erapa Naigh	Negataporam		6,604 0	

Schedule No. 1—*continued.*

			Star Pagodas. F. C.
Sevemaul Naigh	Caudelloody	1,320	8
Pedenna Naigh	Attenghery	1,727	2
Chinum Naigh	Munnarcotta	2,540	0
Avalapa Naigh	Pawaly	1,168	4
Reddy Cody Vunnyan	Aligoopoory	108	7
Geokillapa Naigh	Gettaputty	1,168	5
Colingada Gundon	Callarputty	6,604	0
Chinnamunga Tavers	Chocumputta	6,604	0
Comur Naigh	Saupetoor	5,791	2
Golapa Naigh	Laudioor	1,930	4
Ena Chinnama Naigh	Zelmuny	1,016	0
Tottapa Naigh	Chinnulgoody	1,696	5
Annechy Naigh	Colatoor	1,016	0
Tomichy Naigh	Parvar	3,332	5
Tripennada Tawen	Shatoor	5,080	0
Paule Taleran	Ovideahporam	1,224	3
Vanda Tawen	Gollingundon	365	8
	Chuckrums	1,03,409	5 57,450 0 0
	Total Star Pagodas		2,64,704 20 26

Signed and sealed at Chepauk House, this
Signed and sealed at Fort William in Bengal, this

Schedule No. 2.

List of the districts with the amount of the net revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the 12th July, 1792 (corresponding with the 22nd Zekaida, 1206 Hegira).

Tinnevelly	Net Revenue	4,06,508
Madura	„	64,945
Trichinopoly, including Warriore, Pollom, and Arrialore	„	2,51,139
Nellore	„	3,31,783
Ongole	„	93,334
Rulnaud	„	24,657
Northern Division of the Arcot Province	„	1,69,404
	Star Pagodas	13,41,770

By the first condition of the eighth Article of the said Treaty it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear; the said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrears.

Signed and sealed at Chepauk House, this
Signed and sealed at Fort William in Bengal, this

No. VIII.

ARTICLES of AGREEMENT for the adjustment of the DESH CAVELLY and TALEM CAVELLY of the province of Tinnevelly—1800.

Whereas the polygars and cavilcarrahs of the province of Tinnevelly have been subjected to the exclusive authority of the Honorable Company; and whereas the performance of the duties and the collection of the fees attached to the offices of Desh Cavelly and Talem Cavelly within the districts still subject to the authority of His Highness the Nawab of the Carnatic in the said province of Tinnevelly have been attended with inconvenience to the executive government of His said Highness in the said province; and whereas it is the earnest desire of the Right Honorable Edward Lord Clive, Governor of Fort St. George, etc., to comply with the wishes of His said Highness for promoting the welfare and tranquillity of his possessions in the province of Tinnevelly; it is mutually agreed between His said Highness the Nawab of the Carnatic, etc., and the said Right Honorable Edward Lord Clive, etc., that the right of collecting Desh Cavelly and Talem Cavelly, in villages now subject to the government of His said Highness shall be entirely relinquished by the cavilcarrahs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said cavilcarrahs for the losses which they will in consequence sustain.

In consideration whereof the Nawab of the Carnatic, etc., agrees to relinquish all claims to the performance of the watching duties, and to compensation for theft or losses in the villages situated as abovementioned; and His said Highness further agrees to make full compensation to be regularly paid in ready money at the Company's treasury for the amount of the actual loss sustained by the Company by relinquishing the cavelly fees.

It is further mutually agreed that the accounts of the cavelly fees shall, with all convenient expedition, be investigated, to the end that after deducting the amount of the charges of collecting the said fees as well as of the losses

incidental to the performance of the watching duties within the villages subject to His Highness the Nawab, the residue may be paid by His Highness to the Company, being the acknowledged and ancient right of the polygars and cavilcarrahs transferred by the Treaty of 1792 to the authority of the Company. But whereas this investigation will be attended with delay and injury to the said Nawab of the Carnatic, it is agreed that immediate orders shall be sent by the said Edward Lord Clive to the Company's collector of polygar peshcush for discontinuing the collection of cavelly fees in the villages above described to be under the authority of His said Highness, His said Highness binding himself in consequence to pay the amount which the said Lord Clive on a just consideration of the Company's revenue accounts shall determine to be a just compensation for relinquishing the cavelly fees.

Done in Fort St. George this 26th day of August, 1800, by order of the Right Honorable the Governor in Council.

(Sd.) J. Webbe,
Chief Secretary to Government.

No. IX.

Treaty with Azeem-ool-Dowlah—1801.

Treaty for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic Payen Ghat in the United Company of Merchants of England trading to the East Indies.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses heretofore Nawabs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nawab Wolau Jah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787, with the view and on the consideration of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the Treaties heretofore concluded between them; and whereas the musnud of the soubadarry of Arcot having become vacant, the Prince Azeem-ool-Dowlah Bahadqor has been established by the English East India Company in the rank, property,

and possessions of his ancestors, heretofore Nawabs of the Carnatic; and whereas the said Company and His Highness the said Prince Azeem-ool-Dowlah Bahadoor have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security, in all times to come; wherefore the following Treaty is now established and concluded by the Right Honorable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part, and by His Highness the Nawab Wolau Jah Ummeer-ool-Dowlah Madar-ool-Moolk Ummeer-ool-Hind Azeem-ool-Dowlah Bahadoor Showkut Jung Sippa Salar, Nawab Soubadar of the Carnatic, on his own behalf, on the other part, for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

ARTICLE 1.

The Nawab Azeem-ool-Dowlah Bahadoor is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawabs of the Carnatic, and the possession thereof is hereby guaranteed by the Honorable East India Company to His said Highness Azeem-ool-Dowlah Bahadoor, who has accordingly succeeded to the soubadarry of the territories of Arcot.

ARTICLE 2.

Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawabs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE 3.

The Honorable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nawab Azeem-ool-Dowlah Bahadoor; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation, the said Nawab Azeem-ool-Dowlah stipulates and agrees that he will not enter upon any negociation or correspondence with any European or Native power, without the knowledge and consent of the said English Company.

ARTICLE 4.

It is hereby stipulated and agreed that the sole and exclusive administration of the civil and military governments of all the territories and dependen-

cies of the Carnatic Payen Ghat, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nawab and for the support of his dignity) shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing without any interference on the part of the said Nawab, all officers for the collection of the revenues, and of establishing Courts for the administration of civil and criminal judicature.

ARTICLE 5.

It is hereby stipulated and agreed that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nawab and of his own immediate family, including the mahal of His late Highness the Ummeer-ool-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nawab, consistently with the principles of the said alliance.

ARTICLE 6.

The fifth part of the revenues, as stated in the preceding Article, shall be calculated and determined in the following manner, *viz.*, all charges of every description incurred in the collection of the revenues, the amount of the jaghire lands, stated in the ninth Article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ali, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the polygar peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nawab, and for the support of His Highness's dignity.

ARTICLE 7.

Whereas it was stipulated by the fourth Article of the Treaty of 1792 that the sum of six lakhs twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts due by the late Nawab Mahomed Ali to his private creditors, under agreements concluded between His Highness and the Honorable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated; the Honorable English Company accordingly hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE 8.

Whereas certain debts are due to the said Company by the ancestors of the said Nawab, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nawab, that an adjustment should be made of the aforementioned debts, wherefore the said Nawab formally and explicitly acknowledges the debt, commonly called the cavalry loan, amounting, with its interests, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nawab Wolau Jah (according to the annexed Schedule), to be just debts: and whereas, exclusively of the abovementioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nawab hereby engages that whenever the said determination shall be made, His Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not however the intention of this Article to cause any diminution from the fifth part payable to the said Nawab, but, on the contrary, it is specified that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth Article, previously to the determination of His Highness's proportion.

ARTICLE 9.

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nawabs Wolau Jah and Omdet-ool-Omrah Bahadoor, as well as the situation of the principal officers of His late Highness's government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the abovementioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nawab, in such manner as shall be judged proper.

ARTICLE 10.

The said Nawab Azeem-ool-Dowlah Bahadoor shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to His Highness's rank and situation, as an ally of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of His said Highness's person and palace.

ARTICLE 11.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, His said Highness engages not to entertain or employ in his service any armed men without the

consent of the British Government, who will fix, in concert with His Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as His Highness may, in consequence of this Article, engage in his service, shall be paid at the exclusive cost and charge of the said Nawab.

ARTICLE 12.

The Honorable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and His said Highness the Nawab shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective cutcherries or offices.

This Treaty, bearing date the 31st day of July Anno Domini 1801, and consisting of twelve Articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem-ool-Dowlah Bahadoor on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by His Excellency the Most Noble the Marquis Wellesley, K.P., Governor General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives.

(Sd.) CLIVE.
„ J. STUART.
„ WILLIAM PETRIE.
„ E. W. FALLOFIELD.

By the Right Honorable the Governor in Council.

(Sd.) J. WEBBE,
Chief Secretary to Government.

Schedule

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to His Highness the Nawab's creditors on account of his consolidated debt of 1777 . Star Pagodas		26,47,381
Deduct—		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy, in the Fusly years 1200 and 1201 .	8,29,481	
Interest at six per cent. for four years and a half . . .	2,23,960	10,53,441
Balance due by the Nawab . .		15,93,940
Add—		
Interest for four years and eleven months, at six per cent		4,70,211
Actual Balance, Star Pagodas . .		20,64,151

(Sd.) CLIVE.

„ J. STUART.

„ WILLIAM PETRIE.

„ E. W. FALLOFIELD.

By the Right Honorable the Governor in Council.

(Sd.) J. WEBBE,

Chief Secretary to Government.

SEPARATE EXPLANATORY ARTICLES annexed to the TREATY for settling the SUCCESSION to the SOUBADARRY of the TERRITORIES of ARCOT and for vesting the ADMINISTRATION of the CIVIL and MILITARY GOVERNMENT of the CARNATIC PAYEN GHAT in the UNITED COMPANY of MERCHANTS of England trading East Indies.

ARTICLE 1.

Whereas it is stipulated by the fifth Article of the Treaty that the sum to be appropriated to the support of the dignity of His Highness the Nawab Azeem-ool-Dowlah Bahadoor shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the

present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the 5th Article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted according to the sixth Article of the Treaty, shall exceed the sum of twenty-five lakhs of Star Pagodas, then in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after previous communication to His Highness the Nawab Azeem-ool-Dowlah.

ARTICLE 2.

Whereas it is stipulated in the sixth Article of the Treaty that the sum of 2,13,421 Pagodas on account of jaghires, and the sum of 6,21,105 Pagodas on account of the private debts of the Nawab Mahomed Ali, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to His Highness the Nawab, it is nevertheless hereby explained that it shall not be incumbent on the Honorable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and in the extent of the provisions to be made, according to the ninth Article of the Treaty, for the support of the family and principal officers of the Nawab Mahomed Ali and of the Nawab Omdet-ool-Omrah. And it is further explained that, notwithstanding the liquidation of the private debt of the Nawab Mahomed Ali, or of the debt due to the Honorable Company, the said sum of 6,21,105 Pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue previously to the determination of the share to be allotted to His Highness the Nawab Azeem-ool-Dowlah Bahadoor, it being the intention of the contracting parties that the said sum of 2,13,421 Pagodas, and the said sum of 6,21,105 Pagodas shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(Sd.) CLIVE.

„ J. STUART.

„ W. PETRIE.

„ E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

(Sd.) J. WEBBE,

Chief Secretary to Government.

2.—TANJORE.

In the time of Aurangzeb, the Hindu Rajas of Tanjore (Tanjavur) were dispossessed of their territories by Ekoji, half-brother of Shivaji, the founder of the Mahratta power, who transmitted the State to his posterity. During the early wars between the English and the French, the power in Tanjore was held by Pratap Singh, of illegitimate birth, who had dispossessed his half-brother, Sayaji, the legitimate successor to the State. Tanjore had never been actually incorporated with the Carnatic, but it had from time to time paid tribute, when hard pressed by the Nawab. In 1762, in consequence of the war with the French, the finances of the Nawab of the Carnatic were at a low ebb. He claimed large arrears of tribute from Tanjore and applied to the English for assistance to reduce the Raja. Military aid was refused, but through the mediation (No. X.) of the Madras Government the Raja agreed in 1762 to pay to the Nawab twenty-two lakhs of rupees as arrears and a fixed tribute of four lakhs annually for the future.

In 1771 the Raja of Tanjore, Tuljaji, son of Pratap Singh, prepared an expedition against the Palegar of Ramnad, a dependent of the Carnatic, to recover some districts, which, he said, had been wrested from him in 1763. Mediation failed and at the request of the Nawab a British force was sent to punish the Raja. During the hostilities, however, the son of the Nawab concluded a Treaty of peace (No. XI.) with the Raja in 1771 without the knowledge or consent of the English. By this the Raja bound himself to pay eight lakhs of arrears of tribute and thirty-two and a half lakhs as the expenses of the expedition, and to furnish the Nawab with troops in time of war. The clandestine conclusion of this engagement was condemned by the Madras Government.

The Raja of Tanjore again fell into arrears in 1773, and was believed to be intriguing with Haidar Ali and the Mahrattas for a supply of troops. His position in the country, to the defences of which he contributed nothing, was felt to be a source of constant danger, and it was therefore determined to take the opportunity, while enforcing the Nawab's claims, to reduce him to submission. Tanjore was taken on the 17th September 1773, and the Raja and his family were made prisoners in the fort. The Court of Directors disapproved of this expedition against Tanjore, and directed the restoration of the Raja. In consequence of these orders, and notwithstanding the remonstrances of the Nawab of the Carnatic, the Raja was reinstated on the 11th April 1776, and a Treaty (No. XII.) was concluded with him. He bound himself by this to do

nothing contrary to the Company's interests, to receive British troops for the protection of his country, to contribute four lakhs of Pagodas towards military expenses, and to grant to the Company two hundred and seventy-seven villages.

Tuljaji died in 1787 and was succeeded by his half-brother, Amar Singh, with whom a new Treaty (No. XIII.) was concluded in the same year. It was based on the same principles as the one concluded in the same year with the Nawab of the Carnatic, *viz.*, that the Raja should contribute towards the peace establishment two-fifths of his revenues, with territorial security for punctual payment; that in time of war the contribution should be doubled; that he should pay a further sum of three lakhs of Pagodas a year for the liquidation of his debts to the Nawab and to his private creditors; and that he should pay to the British Government the tribute ceded to them by the Nawab of the Carnatic. After the close of the war with Tipu another Treaty (No. XIV.) was made with Amar Singh on the 12th July 1792, almost identical in terms with the treaty of the same date concluded with the Nawab of the Carnatic.

Before his death Tuljaji had adopted Sarfoji or Sharabhoji as his son, and committed him to the care of Amar Singh. The adoption was disputed on three grounds—the imbecile state of Tuljaji's mind, the age of the boy, and the fact that he was an only son. These circumstances were held to invalidate the adoption, so it was cancelled and Amar Singh was recognised as successor to the State. Sarfoji, however, appealed, and as the best legal authorities were, on further enquiry, found to be in favour of his claim, Amar Singh was deposed and Sarfoji acknowledged in his stead. On his accession in 1799 a Treaty (No. XV.) was made with him, by which he resigned the administration into the hands of the British Government and received a provision of one lakh of Pagodas and one-fifth of the net revenues. A pension of 25,000 Pagodas was granted to Amar Singh. The deposed Raja died in 1802.

Political relations with Sarfoji continued unchanged during his lifetime. By the treaty of 1799 no sovereign authority was left to him, except in the fort of Tanjore and its immediate vicinity, and there it was subject to the control of the British Government. Sarfoji died in 1832, and was succeeded by his only son Shivaji. On his death in 1855 without male heirs, direct or collateral, the titular dignity became extinct.

Besides the territory ceded under the treaty of 1799, and the district of Devikottai, which was ceded by Pratap Singh, there are several British districts

which originally formed part of the Tanjore State. The French settlement of Karikal was purchased from Tanjore in 1739. Negapatam and Nagar, which were taken from the Portuguese by the Dutch in 1660, were annexed to the British dominions in 1781. Tranquebar, which was purchased by the Danes, was sold by them to the British in 1845.

The Raja left at his death two daughters and sixteen widows. The elder daughter, Rajesa Bai, died a little before the pensionary arrangements for the provision of the family were completed. His second daughter, Mohana Mukta Bai Amani Raje Sahiba, known thereafter as the Princess of Tanjore, received a pension of Rupees 3,000 per mensem. She was granted a personal salute of 13 guns, and in 1878 was appointed a member of the Imperial Order of the Crown of India. On her death in 1885, a moiety of her pension was continued to her husband, Raja Sakharam Sahib. There are now nine surviving widows of the Raja, and they are in receipt of a monthly pension of Rupees 800 each, except Kamakshi Amba Bai Sahiba, who draws Rupees 1,000. The courtesy title of "Highness" has been conceded by Government only to the Raja's widows.

1. Anasamba Bai Sahiba.
2. Chimamba Bai Sahiba.
3. Gauramba Bai Sahiba.
4. Jaiam Bai Sahiba.
5. Kamakshi Bai Sahiba.
6. Ramakumaramba Bai Sahiba.
7. Thipamba Bai Sahiba.
8. Umamba Bai Sahiba.
9. Yasarantamba Bai Sahiba.

The affairs of the family are under the management of the Collector of the Tanjore District, subject to the general control of the Madras Government.

No. X.

1762.

A TREATY and AGREEMENT made and concluded between OMDET-OOL-MOOLK SERAJ-OOL-DOWLAH ANEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, NAWAB of the CARNATIC PAYEN GHAT, and PERTAB SING, RAJAH of TANJORE, in manner following:—

Whereas a destructive war, fomented and carried on by the French and their allies against the said Nawab, hath for many years last past wasted and afflicted the province of the Carnatic Payen Ghat, in which war the said Nawab Aneverdeen Khan Bahadoor hath at length, with the assistance of his allies, proved victorious, and restored peace and tranquillity to the said province; and whereas at sundry times during the said troubles the said Rajah Pertab Sing did yield some aid and assistance to the said Nawab Aneverdeen Khan whereby, as well as by the necessary defence of his own kingdom against the French, he hath been put to great expense; and whereas by reason of the said troubles neither the amount of peshcush due from the said Rajah to the Mogul and payable to the Nawab of the Carnatic, nor the amount of the expenses of the said Rajah incurred as aforesaid have been settled or adjusted: but now it having pleased God to restore peace to these countries by the expulsion of the common enemy, the said Nawab and the said Rajah, being equally desirous that the people whom God hath placed under their rule may enjoy the full fruits thereof, have mutually consented to establish a firm friendship between them, and to that end they have agreed and do agree to settle and adjust all accounts and matters of dispute between them in manner following, and they do faithfully promise each for what concerns himself punctually to perform the same.

1. The said Rajah Pertab Sing doth hereby oblige himself to pay unto the said Nawab Aneverdeen Khan Bahadoor the sum of twenty-two lakhs of Rupees coined in the English East India Company's mint at Fort St. George, or the value thereof in Star Pagodas coined in the said mint, valuing the said Rupees at the rate of 350 for 100 Pagodas at the times and in manner following, that is to say:—

On the day of signing this agreement by the said Pertab Sing three lakhs of Rupees	3,00,000
In the month of April 1763 five lakhs of Rupees	5,00,000
„ November 1763 five lakhs of Rupees	5,00,000
„ April 1764 five lakhs of Rupees	5,00,000
„ August 1764 four lakhs of Rupees	4,00,000
In all Rupees	22,00,000

And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said twenty-two lakhs of Rupees in full payment and satisfaction for or on account of peshcush and in full of all accounts and demands whatsoever unto the 10th day of July last past, being the full term and expiration of the year of Phasely 1171.

2. The said Rajah Pertab Sing doth hereby oblige himself to pay yearly in the month of July unto the said Nawab Aneverdeen Khan Bahadoor or his successor the sum of two lakhs of Rupees as a peshcush or tribute to the Mogul; and for as much as it hath been the usage and custom to make certain presents to the Nawab and his principal officers at the time of paying the annual peshcush, the said Rajah doth promise to pay yearly to the said Nawab or his successors (at the day and time of paying the said peshcush) the further sum of two lakhs of Rupees as a present, provided that no further sum either for peshcush or durbar charges be demanded of him, which said two sums, making together four lakhs, shall be paid in Rupees coined in the Company's mint or in Star Pagodas at the abovementioned exchange. And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said first-named sum of two lakhs in full for the annual peshcush due to the Mogul, and also of the second named sum of two lakhs of Rupees in full for the usual and customary presents or durbar charges, and doth hereby promise that he will not demand anything more.

3. Whereas the said Nawab Aneverdeen Khan Bahadoor hath in his possession a bond given by the said Rajah Pertab Sing unto the said Nawab's late father Aneverdeen Khan Bahadoor for the sum of seven lakhs of Rupees, which bond appears fair and uncancelled and without any receipt or endorsement thereon, although the said Rajah Pertab Sing doth allege that the same or the greatest part thereof hath been discharged, the said Nawab Aneverdeen Khan Bahadoor, as a testimony of his good inclinations to cultivate a lasting friendship with the said Rajah, doth promise that at the time of signing this agreement by the said Rajah, he will cause the said bond to be delivered up to him to be cancelled as if the same had been fully paid and discharged.

4. The said Nawab Aneverdeen Khan Bahadoor doth hereby confirm unto the said Rajah Pertab Sing the full and free possession and enjoyment of the districts of Coiladdy and Elangar which districts the said Nawab did give and grant unto the said Rajah during the late troubles, as may appear by the said Nawab's Sunnud.

5. The said Nawab Aneverdeen Khan Bahadoor having expended immense sums during the late troubles in defence of the province under his government, found it necessary, after the expulsion of the common enemy, to call upon the several zemindars, polygars, and jaghiredars to contribute each a moderate sum towards reimbursing the moneys so expended in procuring the blessings of the peace of which they became partakers, and amongst others did demand of Tremul Rao, killadar of Arani, his reasonable quota, but the said Tremul Rao having obstinately refused to comply therewith, and having also in other respects behaved himself disobediently, the said Nawab found himself obliged to march an army to compel him to a compliance with his demand, and did accordingly subdue and take the forts of Arani and Doby Guddy with all the jaghire thereunto belonging, as also the person of the said

Tremul Rao with his family and others. The said Nawab having thus convinced the said Tremul Rao and all the world that he can and will enforce due obedience in all who are subject to his government, is now equally desirous of showing to all mankind that compassion is stronger in him than resentment; from these motives, as well as in condescension to the request of the said Rajah Pertab Sing, the said Nawab doth hereby promise that as soon as the said Rajah shall have signed this agreement, he, the said Nawab, will cause the said Tremul Rao with his family, attendants, and all other persons who were taken and made prisoners at Arani, to be released and set at full liberty; and further that on the day the sum of three lakhs of Rupees mentioned in the first Article hereof shall be paid, he will cause the said Tremul Rao to be put in full possession of the whole jaghire he possessed and enjoyed before the capture of Arani (excepting however the said fort and Doby Guddy which the said Nawab will retain in his own possession); and provided that the said Tremul Rao shall not at any time hereafter erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that he shall not even erect or build any wall round his dwelling-house exceeding eight feet high and two feet thick; and further that the said Tremul Rao shall in all things behave himself with due obedience to the government and pay yearly in the month of July unto the said Nawab or his successors the sum of ten thousand Rupees as a nuzzur: and the said Rajah Pertab Sing doth promise for the said Tremul Rao that he shall in all things demean and behave himself accordingly and pay yearly the stipulated sum.

We, George Pigot, Esq., Governor of Fort St. George and all the forts, factories, and places subordinate thereto, President of the Council for all the affairs of the English East India Company on the coast of Coromandel, and also the said Council whose names are hereunto signed, having greatly at heart the peace and tranquillity of the countries where the Company hold possession and to which they trade, see with great satisfaction the conclusion of the Treaty of friendship between Nawab Omdet-ool-Moolk-Seraj-ool-Dowlah Aneverdeen Khan Bahadoor Moonsoor Jung, Nawab of the Carnatic Payen Ghat, and Pertab Sing, Rajah of Tanjore, of which the foregoing is a translation, and being willing and desirous as much as in us lies to establish the friendship between them upon a lasting foundation, do hereby promise to guarantee the performance of the said Treaty, being thereunto invited by both parties; and accordingly we do hereby promise, as far as in us lies, that in case either party shall fail in the performance of the Article he hath thereby undertaken to perform or any part thereof, we will to the utmost of our power assist the other party to compel him who shall fail to fulfil his agreement and to render due satisfaction for his failure therein.

In witness whereof we have hereunto set our hands and caused the seal of the said Company to be affixed hereto in Fort St. George, the 12th October 1762.

An Agreement taken by the Honorable John Holland, Esq., President and Governor in Council of Fort St. George and Dependencies, from Shenevasarow, heir of Tremul Rao, Jaghiredar of Arani.

The Honorable the Governor in Council of Fort St. George having restored to me the possession of the jaghire of Arani, which I inherited after the death of Tremul Rao my grandfather, upon the terms of the Treaty of the year of Christ 1762, entered into between His Highness the Nawab of the Carnatic, &c., &c., &c., and His Excellency Pertab Sing, Rajah of Tanjore; I do with my own free-will and consent agree to conform to the terms of the said Treaty so far as it relates to the jaghire of Arani; acknowledging that I have no right by the said Treaty to the Fort of Arani and Doby Guddy, and I do for myself and my heirs engage, in every respect, to fulfil the terms of the said Treaty according to the intention and spirit thereof: binding myself to be answerable to His Highness the Nawab for the annual peshcush or nuzzur of ten thousand Arcot Rupees to be paid yearly in the month of July on a receipt being granted for the amount. And I further engage that I will not erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that I will not raise any wall even round my dwelling house exceeding eight feet high and two feet thick; that I will not entertain any armed peons or followers excepting only a few sebundee for the purpose of collecting the revenues of the district; and that I will in all respects behave myself with due obedience to the Carnatic government and to that of the Honorable Company; that I will do every thing to provide for the welfare of the inhabitants, and be attentive to the increase of cultivation and improvement of the country and jaghire of Arani; that I will not impose or levy any new customs or duties of any kind whatsoever; and I do hereby relinquish and give up all or any claim or demand whatever on the Company for the collections of revenues or otherwise since the district has been under their direction and management.

(Signed in Mahratta.) Shenevasarow Tremul Rao, Jaghiredar, Arani. L. S.

Dated in Fort St. George, the 20th day of June in the year of Christ 1789.

No. XI.

Translation of a Paper, containing the Articles agreed to by the Rajah of Tanjore, dated the 20th of October 1771.

The two years' peshcush, amounting to eight lakhs of Rupees, I am to pay in ready money.

For the expenses of the army I am to pay thirty-two lakhs and fifty thousand Rupees.

Whatever lands, money, and effects I have taken from the Marawar or Nalcotey zemindars, I will restore.

Whenever horse, sepoys, peons, &c., fighting people are required, I am to send them, and they are not to return till they have leave from court; and the charge of the batta, &c., is not to be required of the Circar.

Should the merchants and people belonging to the Company in the Tanjore country have been plundered of paddy, I am to answer it.

I am to have nothing to do with the Marawar, Nalcotey, Tondiman, &c., and if they are guilty of any improper act, their punishment is to be from the Circar.

With the friends of the Circar I am to be in friendship, and with its enemies in enmity; and I am not to give place or protection in my country to the enemies and those lying under the displeasure of the Circar.

If I have taken anything from the run-away polygars of Warriore, Collam, and Aleanoor, I am to restore it, and if they are in my country, I will deliver them to the Circar's people.

I have given a separate Treaty of friendship.

If any Europeans in the service of the Circar and Company have deserted and fled to me, I will deliver them up.

If the Company's trade in the whole Tanjore country shall be continued, I am to use their weavers well.

The fort of Vellum to be given to me hereafter. It must be destroyed.

The districts of Elangar and Coiladdy to be conferred on me.

I am to give up to the Circar the villages of Tewanoor, &c.

I am to give up to the Circar the jaghire district of Arani.

Translation of an Engagement under the Seal of Rajah Tooljajee, dated the 25th of October 1771.

The firm engagement of Rajah Tooljajee, Rajah of Tanjore, to the Circar is, that whereas in part of the stipulations in favor of the Circar of the Nawab Wolau Jah, the sum of thirty-two lakhs and fifty thousand Rupees is stipulated to be paid; in lieu of payment thereof in specie I have appointed the soubaship of Manewarum and some districts of the soubaship of Cumcurrum, the annual revenues of which may amount to sixteen lakhs and twenty-five thousand Rupees, for the discharge of the same; and accordingly the same will be entirely discharged by two years' revenues of the said lands; and after the receipt of the said money by the Circar, I shall take back again the said two soubaships which belong to me.

Translation of an Engagement under the Seal of Rajah Tooljajee, dated the 26th October 1771.

The firm engagement and true acknowledgment of Rajah Tooljajee, Rajah of Tanjore, to the Circar of the Nawab Wolau Jah are, that with the friends of the Circar he will be in friendship, and with the enemies of the Circar in enmity; that he will on no account whatever, either secretly or openly, afford assistance or support in any shape to the disturbers of the tranquillity of the Carnatic; that he will always join and be in friendship with the Circar; that whenever his troops, horse, sepoys, and peons shall be required, he will send them with his Sirdar and not demand their expenses from the servants of the Circar; that he shall pay the stated peshcush yearly without deceit or delay, and that in future he shall not undertake any operations whatever. In testimony of which, I, the said Rajah, have given this engagement under my hand and seal, swearing thereto by the faith of the religion I profess that the same may appear as a Sunnud.

No. XII.

Agreement with the Rajah of Tanjore, 1776.

The satisfaction I feel on occasion of such a friendship and extraordinary justice as the Company have displayed towards me is so great, that were I to begin to tell you what my mind conceives on the occasion, the subject would never have an end: had I thousand tongues they could not express my gratitude. When I had an interview with your Lordship I opened to you the sentiments of my heart; but as mere verbal declarations on this subject are not sufficient, I have thought it proper to write you a letter.

I shall ever consider myself as nourished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me contrary to their interests, nor will I ever set on foot any connection with other powers without the Company's consent. This I have written as means of increasing the friendship that is between us.

In the present condition of my country, the placing a garrison of English troops in the fort and city of Tanjore is exceedingly necessary; but besides this garrison, if the Company will allow some more troops also for the protection of my whole country, this also will be highly proper. If by the favour of Heaven this be put in execution, neither I nor any of my family will need to fear that the calamities of war will fall upon this country again; and if the Company will only favour me thus far, I will with pleasure assign them out of my revenues the sum of four lakhs of Pagodas per annum for their

military expenses. The mode of payment as follows:—November 20,000, December 40,000; January 40,000; February 1,00,000; March 1,00,000; April 1,00,000.

For my body guard I shall keep a body of men from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost disorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me at a reasonable rate all the grain of the present year, excepting what my country may be in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expenses of my government without running in debt.

Finally, as the fort of Devicottah has no country annexed to it, I beg the Company will take what they think proper as the dependency thereon.

The country of Tanjore is the Company's; I have only to beg they will preserve my honor.

SUNNUD granted to the EAST INDIA COMPANY by the RAJAH of TANJORE.

In consideration of the services rendered to me by the Honorable English East India Company, and in the hope of their future protection, I do hereby, agreeable to my promise, make over certain lands to them, as specified hereunder, in the soubah or district of Munargoody, *viz.*—

The seaport town of Nagore with a small island belonging to it		1
1 Mahal, pergunnah of Keelar, consisting of eight Magans, *viz.*—		
Magan of Wool	41 villages.	
„ of Chichly	62 „	
„ of Sumby Mahadeur	34 „	
„ of Palourchy	27 „	
„ of Muckly	27 „	
„ of Kellagurry	25 „	
„ of Tunnor	31 „	
„ of Adimungalum	8 „	
		255
Pergunnah of Wellevellum		21
		277

Being altogether, including the town and seaport of Nagore, two hundred and seventy-seven villages or small towns, which I make over to the Company aforesaid as a jaghire.

They will be pleased to acquiesce to the following conditions :—

1. The ryots shall enjoy their shares of cultivation, enams, and other privileges, as heretofore has been usual.

2. Such enams as have been granted for the use of Pagodas, or charity to Brahmins, or maintaining choultries and water pandalls, shall be continued as formerly. Such spots of land contiguous to Pagodas or Brahmin houses, which are known by the name of Brimh Wast-tow, and which have been rented for money or in kind, or have been let out as choutrums, shall be enjoyed by the present possessors as usual. The charity allowances for the rhut or coach of the Pagoda shall be continued.

3. No houses shall be built by the Circar in villages called Agne where Brahmins reside. No European shall be allowed to dwell near any tanks or ponds belonging to Pagodas or Brahmin villages.

4. A number of coolies and laborers, in proportion to the quantity of water wanted for the Company's lands, shall be sent from those districts to dig and repair the water-courses and banks of the rivers in the soubah of Munargoody. A just proportion shall be paid to the Circar from the Company's lands of the whole charges incurred in the soubah of Munargoody, for repairing the Ancutta and making new water-courses.

5. If any amil, ryot or dependant of my Circar flies for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me.

6. People shall be sent as usual to draw the rhut or coach of the Pagoda at the times of procession.

7. If I should at any time disagree with the French, Dutch, and others settled in my country, and prohibit any grain from being carried to their settlements, the Company shall in like manner prohibit any grain from being carried out of their districts to these places.

8. The Circar people collect duties in the districts bordering on Nagore; these shall continue to be paid, but no duties shall be paid by me on any articles or commodities purchased at Nagore for my own use.

The Company will be pleased to observe the abovementioned eight conditions and enjoy without molestation the lands made over to them.

Dated 17th June 1778 of the Christian era, or 21st Jemmaddee-ul-Awul 1179th year of Tanjore.

(Sd.) Sri Ram Pertab.

No. XIII.

Treaty with the Rajah of Tanjore—1787.

Treaty and Agreement concluded between the Honorable Major General Sir Archibald Campbell, Knight of the Bath, President and Governor of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, and His Excellency Ameer Sing, Rajah of Tanjore.

The Court of Directors of the East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel, in the Carnatic, and the country of Tanjore, and considering the present hour best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tanjore country, and the Northern Circars, on a solid and lasting foundation, have communicated these their sentiments to His Excellency the Rajah of Tanjore, who being fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the Honorable East India Company upon the principles and conditions hereinafter mentioned. In consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that, for discharging the expense of war, in the event of war breaking out in the Tanjore country, or in the Carnatic, or any part of the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, should be reposed in the United Company, or their representatives, together with the direction of the war, the Command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby

solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say:—

ARTICLE 1.

The friends and enemies of His Excellency the Rajah of Tanjore and of the English United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Excellency the Rajah of Tanjore will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of four lakhs of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Annee of the Malabar month of Palavunga year, and to the Phasely 1197, divided into kists, payable at the following periods:—

November	20,000	Brought forward	2,10,000
December	50,000	March	90,000
January	50,000	April	1,00,000
February	90,000		
Carried over	2,10,000	Star Pagodas	4,00,000

ARTICLE 3.

The annual contribution of four lakhs of Pagodas, to be paid by His Excellency the Rajah of Tanjore towards the army peace establishment, is proportioned to the gross revenues of his country, estimated at ten lakhs of Pagodas; and it is hereby stipulated and agreed that whenever the annual gross revenues of the country shall rise above ten lakhs of Pagodas, the annual contribution of His Excellency in time of peace shall likewise be increased according to the same scale or standard.

ARTICLE 4.

In case of failure in the punctual payment of the four lakhs of Pagodas already mentioned, to the extent of fifty thousand Pagodas, for the period of one month after the same shall become due, His Excellency the Rajah agrees that the Company shall have power to enter upon any of the districts in the Tanjore country that shall appear to them necessary to discharge the amount of the sum in arrear, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Rajah's renters, managers, and amildars, all the rents, revenues, duties, and customs of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, duties, and customs of the said districts, giving regular receipts for all the monies which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually within the said districts and when the full amount of the arrears due shall have been paid to the Company, the superintendent, or receiver shall be immediately recalled.

ARTICLE 5.

At the appointment of the superintendent or receiver His Excellency the Rajah will furnish the Company with the obligations of the amildars, renters, or farmers of each district; and if they do not pay the money punctually to the superintendent or receivers, agreeable thereto, His Excellency the Rajah, at the request of the Governor in Council of Fort St. George, shall and will immediately dismiss the said amildars, renters, or farmers, and appoint such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Excellency.

ARTICLE 6.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the 4th and 5th Articles, in case of failure in the payment of any of the kists, shall not extend or be construed to extend to deprive His Excellency the Rajah of Tanjore, or his successors, of the civil government thereof, or the honor and dignity of his family; but the same shall be preserved to him and them inviolate, saving and excepting the powers in the Articles 4 and 5 expressed and mentioned.

ARTICLE 7.

That in the event of any war breaking out in the Carnatic, in Tanjore, or on the coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof; and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war.

ARTICLE 8.

That in the like event His Excellency the Rajah of Tanjore shall pay into the treasury of the said United Company four-fifths of his revenues to the general expenses of such war, to be applied in such manner as the said United Company or their representative shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Excellency's proportion of the debt and expenses incurred by war shall henceforth be settled at one-fifth part of the whole amount thereof.

ARTICLE 9.

For the more effectual security of the payment of four-fifths of the revenues of His Excellency, annually, to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President in Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or

accomptants to inspect and examine all country and cutcherry accounts and receipts, of all the countries and districts of His Excellency, as well as all other revenues, duties, or customs, collected by or for the use of His Excellency. And in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war, or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Rajah, in the manner specified in the 4th Article of this Treaty, with the same authority and under the like restrictions and conditions therein expressed, in case of failure.

ARTICLE 10.

That the said annual four-fifths, payable from the revenues of His Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war, until his proportion of one-fifth part of the whole expense is paid off and discharged.

ARTICLE 11.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled.

ARTICLE 12.

That during the application of the said proportion of four-fifths of the said gross revenues to the discharge of the debts and expenses incurred in time of war, the 2nd, 3rd, 4th, and 5th Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 13.

In case His Excellency shall at any time have occasion for any number of troops for the security and collection of his revenues, the support of his authority, or the good order and government of his country, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by His Excellency to the President in Council of Fort St. George, of the necessity of employing such force and the objects to be obtained thereby. In case of the march of such troops, the additional batta and expenses attending their movements shall be annually discharged by His Excellency at the end of each year.

ARTICLE 14.

The late Rajah of Tanjore having been, at the time of his death, indebted to His Highness the Nawab of the Carnatic for arrears of peshcush since the year 1776, which, at the commencement of Phasely 1197, or 12th July 1787, will amount to the sum of twelve lakhs fifty-seven thousand one

hundred and forty-two Pagodas, and having also been indebted to British subjects whose names are set forth in a Schedule, hereunto annexed, for various sums of money lent by them to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lakhs of Pagodas, it is hereby stipulated and agreed that for the liquidation of the said arrears of peshcush, His Excellency shall appropriate annually the sum of Pagodas 1,05,775

To his annual peshcush to the Nawab the sum of . . 1,14,225

And to His Excellency's private creditors the annual sum of 80,000

In all three lakhs of Pagodas . 3,00,000

Payable in kists as follows :—

In November	10,000	Brought forward	1,70,000
December	10,000	July	50,000
January	10,000	August	40,000
February	10,000	September	40,000
March	10,000	Star Pagodas	3,00,000
May	60,000		
June	60,000		
Carried over	1,70,000		

ARTICLE 15.

The private debts of His Excellency not being as yet accurately ascertained, it is hereby agreed that the debts due to the British subjects shall be forthwith examined, adjusted, and settled; for which purpose the creditors shall be called upon to deliver their demands to the President in Council of Madras, stated with simple interest at the rate of 12 per cent. per annum, to the 12th day of July 1787, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Council on behalf of the creditors, after which they will be laid before His Excellency, and on receiving his final approbation they shall be classed amongst the list of his private creditors, and become entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may be formed by the Governor in Council, for the benefit of the Rajah and the creditors. And it is agreed that so soon as the debts and interest due from the Rajah to British subjects are paid off and discharged, the annual payment of 80,000 Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from henceforth cease and determine.

ARTICLE 16.

And whereas His Highness the Nawab of the Carnatic has by a solemn deed assigned over to the United East India Company the arrears of peshcush already due and the annual peshcush which shall henceforth become due to His Highness, in part payment of his debt to the Company, His Excellency

the Rajah of Tanjore, willing to manifest his regard to the Company and upright intention towards the Nawab of the Carnatic, does hereby cheerfully agree to pay into the hands of the India Company, for the account of the Nawab of the Carnatic, the whole annual appropriations to His Highness, specified in the 14th Article, upon the President and Council of Fort St. George indemnifying His Excellency for the amount of all such money as they shall receive on that account. In like manner the Company shall be accountable to His Excellency on account of the money received on behalf of the creditors.

In confirmation of all the Articles in the preceding Treaty Sir Archibald Campbell, Governor of Fort St. George, invested with full powers on behalf of the India Company, has subscribed and sealed two instruments, of the same tenor and date, at Tanjore, on the 10th day of April in the year of Christ one thousand seven hundred and eighty-seven: and His Excellency Maharajah Ameer Sing, for himself, his heirs and successors, has also subscribed and sealed the same instruments, at Tanjore, the twentieth of the month Jamad-ul-Auker, and in the year of the Hegira 1201.

The Company's Seal.

(Sd.) ARCHD. CAMPBELL.

Signed and sealed by the Honorable Sir Archibald Campbell, Governor, &c., and by His Excellency the Rajah of Tanjore in the presence of

(Sd.) ALEXANDER MACLEOD, *Resident.*
„ J. STUART, *Colonel, Commanding.*

By order of the Honorable the Governor,
(Sd.) A. MONTGOMERY CAMPBELL,
Secretary.

Schedule of private debts referred to in the 14th Article.

			Principal.
Mr. Alexander Brody		Star Pagodas	99,254
„ Duncan Baine		„	30,000
Sir George Ramsay		„	20,000
Colonel Maclellan		„	72,000
Major (or Captain) Burrows		„	26,100
Mr. Whyte	5,706		
Received	1,000		
		„	4,706
Mr. Swartz for money subscribed by gentlemen for the benefit of orphans ...		„	1,000
Star Pagodas			2,53,060

The above debts bear interest at the rate of 12 per cent. per annum, and there is now between 4 and 5 years' interest due upon them.

(Sd.) ARCHD. CAMPBELL.

No. XIV.

Treaty with the Rajah of Tanjore—1792.

Whereas a certain engagement was entered into between the Honorable English East India Company and His Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Rajah of Tanjore should pay annually a certain sum of money arising from the revenues of his country, and should furnish sufficient and satisfactory security under certain conditions expressed in the said engagement for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjore are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears that the security which the said Rajah of Tanjore agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajah to private persons: it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled and no longer of effect or in force; and in lieu thereof the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, their heirs and successors, on the one part, and His Excellency Ameer Sing, Rajah of Tanjore, in his own name, and for himself, his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement, dated 10th April 1787, to the contrary.

Article 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

Article 2.

In order to execute the foregoing Article in its full extent, the Honorable English East India Company agree to maintain a military force, and the Rajah of Tanjore agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the Rajah further agreeing that the disposal of the said sum, together with the arrangement and employments of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that so long as it shall last the said Company shall possess full authority over the Tanjore country, and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Rajah one lakh of Pagodas (1,00,000) per annum, and one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Tanjore country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE 4.

The Rajah of Tanjore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lakhs and fifty thousand (3,50,000) Star Pagodas annually as his share of the expenses for the military force; and also in consequence of an agreement between the said Company and the Nawab of the Carnatic, a further sum of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas annually on account of the peshcush payable from Tanjore to the said Nawab, and by him transferred in absolute right to the said Company; and the said Rajah further engages to pay the sum of sixty thousand (60,000) Star Pagodas per annum towards the discharge of certain debts sanctioned by the said Company and specified in the Schedule hereunto annexed, No. 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full liquidation of the said debts.

ARTICLE 5.

Although the sums above mentioned constitute the regular stated payments for which the Rajah of Tanjore is to be accountable, under the heads of subsidy, peshcush, and private debts, yet the said Company, considering the actual state of the Tanjore country, which has for many years been declining in its revenue, and desirous of affording the said Rajah as much present relief as may be consistent with the absolute necessities of their own Government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temporary suspension shall take place with respect to a part of the annual payment stated in the foregoing Article, that is to say, for three years, commencing with the present Fusly, or 12th July last, they consent the annual demand of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas on account of peshcush shall be postponed, and that the amount which at the expiration of that period will become due, being three lakhs forty-two thousand eight hundred and fifty five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Rajah on his former engagements; and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thousand (50,000) Star Pagodas, per annum, commencing from the 12th July last, and to be continued till the whole shall be discharged; and after the expiration of three years to

pay his annual peshcush of one lakh fourteen thousand two hundred and eighty five (1,14,285) Star Pagodas regularly as it becomes due. Thus the whole sum to be paid, after the expiration of three years, will be five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas for account of the said Company, and sixty thousand (60,000) Star Pagodas per annum for account of the private creditors.

ARTICLE 6.

In order to make good the sum stipulated to be paid annually for three years, namely, three lakhs and fifty thousand (3,50,000) Star Pagodas on account of the Rajah's share of the military expense, fifty thousand (50,000) Star Pagodas on account of arrears, and sixty thousand (60,000) Star Pagodas on account of private debts, the said Rajah agrees to pay the amount of the said three sums, being four lakhs sixty thousand (4,60,000) Star Pagodas, into the Company's treasury at Madras, at the following periods:

1st November	30,000	Brought forward	2,10,000
„ December	40,000	1st April	50,000
„ January	40,000	„ May	50,000
„ February	50,000	„ June	50,000
„ March	50,000	„ July	1,00,000
Carried over	2,10,000	Star Pagodas	4,60,000

And it is mutually agreed that at the end of three years, when the additional payment of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas per annum is to commence a proportionable increase shall take place in each of the above instalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, any part of the sums mentioned in the instalment or kistbundy, fixed by the foregoing Article, shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Company shall assume the management of, and make the collection of, the revenues from the districts mentioned in the Schedule No. 1, hereunto annexed, according to the following conditions; and for this the present engagement shall be considered sufficient authority, the said Company through their President in Council at Fort St. George giving immediate and explicit information, according to the tenor thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer shall remain at the sudder cutcherry, and shall be furnished annually by the officer of the said Company with copies of the sudder cutcherry accounts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of the nine kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed that an account, called "balance account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Rajah and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments and also for the amount deducted as above from the nine kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same until, in consequence of the full liquidation of the private debts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah.

Third.—Whenever the said district or districts thus assumed shall be restored, according to the above condition, it is agreed that in case any of the kists for the sum remaining due, after the deduction of the sum of sixty thousand (60,000) Star Pagodas, that is to say, for the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, anything continued in the 3rd Article of the present engagement to the contrary notwithstanding; and the said Company agree to give to the said Rajah credit for the net revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Rajah agrees that he will not grant tunkaws or assignments on any account on the revenues thereof; and if, contrary to this condition, any tunkaws or assignments should exist when the said districts or any of them shall be assumed by the said Company,

such tunkaws or assignments shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted; and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble on the first day of August of every year, commencing with 1793, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

ARTICLE 8.

In case the said Rajah shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Rajah to the President in Council of Fort St. George of the necessity for employing such troops, and of the objects to be obtained thereby; and the said Rajah agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters; and it shall be at the option of the said Rajah to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account, called "balance account," as more particularly explained in the second condition of the 7th Article.

ARTICLE 9.

The said Rajah shall receive regular information of all negociations which shall relate to declaring war or making peace wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Rajah shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto; and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or native power without the consent of the said Company.

ARTICLE 10.

The said Rajah agrees to allow for the support of Serfojee, the adopted son of the late Rajah Tooljajee deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tooljajee the further sum of three thousand (3,000) Star Pagodas each per annum; which payments shall be made, by equal monthly instalments, into the hands of the Company or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten Articles and having two Schedules annexed thereto, marked Nos. 1 and 2, shall be in force and shall have effect from the

12th day of July 1792, corresponding with the 22nd day of the month Zekaida, 1206 Hegira, and the contracting parties having affixed their respective seals and signatures to two counterparts on the dates undermentioned, that is to say, the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George shall affix his seal and signature to one counterpart, on the part of the Honorable English East-India Company, and His Excellency Ameer Sing, Rajah of Tanjore, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

(Sd.) CHARLES OAKELEY.
„ E. W. FALLOFIELD.

Schedule No. 1.

List of districts with the amount of the net revenues from each at which they shall be estimated and assumed, according to the 7th Article of the accompanying Treaty, in force from the 12th July, corresponding with the 22nd Zekaida 1206 Hegira.

		Star Pagodas.
Manargoody—net revenue		2,45,198
Tuvady	„	1,49,609
Mayaveram	„	1,64,668
Putticotah	„	27,638
	Star Pagodas	5,87,113

By the first condition of the 7th Article of the said Treaty, it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear.

The said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrear.

Signed and Sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

(Sd.) CHARLES OAKELEY.
„ E. W. FALLOFIELD.

Schedule No. 2.

Schedule of private debts referred to in the 4th Article.

Mr. Alexander Brodie	Star Pagodas	99,254
Mr. Duncan Baine	„	30,000
Sir George Ramsay	„	20,000
Colonel Maclegan	„	72,000
Major (or Captain) Burrows	„	26,100
Mr. Whyte	5,706	
Received	1,000	
		4,706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans		1,000
	Star Pagodas	2,53,060

The above debts bear interest at the rate of twelve per cent. per annum.

No. XV.

Treaty with the Rajah of Tanjore, 1799.

Treaty for cementing the friendship and alliance between the Honorable Company and His Excellency the Rajah of Tanjore and for establishing the government of Tanjore on a permanent foundation.

Whereas the stipulations and conditions of the Treaty of 1792 concluded between the Honorable Sir Charles Oakeley, Baronet, Governor in Council of Fort St. George, and His Excellency Ameer Sing, late Rajah of Tanjore, have been found inadequate to the intentions of the contracting parties; and whereas His Excellency Maharajah Serfojee, Rajah of Tanjore, has, by a certain instrument under his signature previous to his elevation to the musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjore, particularly for the due administration of justice, and also for securing to the Honorable English East India Company a regular discharge of their existing and future demands on Tanjore; wherefore the present Treaty is concluded between His Excellency Serfojee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esquire, Resident at Tanjore, on behalf of the Company, being invested with full powers by the Right Honorable the Earl of Mornington Bahadoor, Governor General of Bengal, according to the following Articles:—

Article 1.

Such parts of all former Treaties with the former Rajah of Tanjore as are intended to establish the friendship and alliance between the Honorable

Company and His Excellency the Rajah of Tanjore are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

ARTICLE 2.

The several provisions heretofore established for enabling the contracting parties to carry the spirit and intention of the preceding Article into execution having proved defective, and the result of an enquiry instituted by the authority of the Right Honorable the Governor General in Council, with the previous written consent of His Excellency Maharajah Serfojee, for the purpose of ascertaining the actual state and condition of the country of Tanjore, having proved that it is become indispensably necessary to establish a regular and permanent system for the better administration of the revenues of the said country, it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Honorable Company in the government or in the administration of the revenues of the country of Tanjore shall be entirely annulled, and that in lieu thereof a permanent system for the collection of the revenue and for the administration of justice shall be established in the manner hereafter described.

ARTICLE 3.

The Honorable Company shall be at liberty as soon as possible to ascertain, determine, and establish rights of property, and to fix a reasonable assessment upon the several soubahs, pergunnahs, and villages of the country of Tanjore, and to secure a fixed and permanent revenue, and the said assessment as ascertained and fixed shall not be liable to change, but shall be collected according to fixed rent-rolls by such officers as shall be appointed for that purpose.

ARTICLE 4.

A court or courts shall be established for the due administration of civil and criminal justice under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall in no instance whatever be subject to the control, authority, or interference of the said Rajah, but shall be conducted according to such ordinances and regulations (framed with due regard to the existing laws and usages of the country) as shall from time to time be enacted and published by the said Governor in Council.

ARTICLE 5.

The revenues shall be collected according to the rates of assessment to be established by the third Article by the said Governor in Council for that purpose, and the said Rajah shall exercise no control whatever, nor in any manner interfere in the administration of the said revenues.

ARTICLE 6.

Whereas it is stipulated and agreed by the fifth Article of the Treaty of 1792 that the payment to be made to the Honorable Company by His Excellency the Rajah shall amount to five lakhs seventy-four thousand two hundred and eighty-five Pagodas per annum, under the different denominations of subsidy, peshcush, public and private debts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

ARTICLE 7.

In lieu of the said stipulations in the fifth Article of the Treaty of 1792, it is hereby stipulated and agreed that His Excellency the Rajah shall in all cases receive annually one lakh of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lakh of Star Pagodas, His Excellency shall receive a proportion of one-fifth, to be calculated on the remainder of the net revenue after deducting all charges of collection, of whatever description, the charge specified in the following Article.

ARTICLE 8.

It is stipulated and agreed that the sum of twenty-five thousand Star Pagodas shall in all cases be appropriated to the support of the late Rajah Ameer Sing, and shall be considered as a charge on the revenue to be deducted previous to the calculation of the proportion of one-fifth above-mentioned. The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company.

ARTICLE 9.

It is stipulated and agreed that the Rajah shall be treated on all occasions, in his own territories as well as in those of the Company, with all the attention, respect, and honor which is due to a friend and ally of the British nation.

ARTICLE 10.

Whereas His Excellency the Rajah has had occasion to complain of inconvenience to His Excellency and his servant, from the present mode of garrisoning His Excellency's hereditary fort of Tanjore by a part of the Honorable Company's troops, it is stipulated and agreed, with a view to the accommodation and satisfaction of His Excellency, that the said fort of Tanjore shall be evacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit.

Provided always, that in the event of an invasion of the territories of the Company or of their allies, or in the event of any failure in the due perform-

ance of the engagement contracted by His Excellency the Rajah, the said Company shall again have power to occupy the said fort as a military post for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort as soon as the reasons for not re-occupying it shall no longer exist.

ARTICLE 11.

His Excellency the Rajah stipulates and agrees that the said fort shall in no case whatever become an asylum for public offenders or for persons desirous of escaping from the jurisdiction of the courts of civil and criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company; and His Excellency the Rajah further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose.

ARTICLE 12.

In complaints brought before any of the courts of justice in which it shall appear, either by the application of the Rajah or the representation of the defendants, at or before the time of giving in his or her answer, or by the petition of the complaint, that both parties are relations, or servants, or dependants of His Excellency, or inhabitants usually resident within the fort of Tanjore, it is stipulated and agreed that such parties shall, in the first instance, be referred for justice to the Rajah or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or others, residing in the fort of Tanjore, by persons of a different description shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his court of justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

ARTICLE 13.

In order that His Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory hereby subjected to the management of the Company, His Excellency shall be at liberty to inspect the accounts of the head cutcherry, or collector's treasury, from time to time, or to station a vakeel or accountant, at his own expense, for the purpose of taking and transmitting to His Excellency copies of any or of all the accounts which shall be recorded in the head cutcherry or treasury of the collector.

ARTICLE 14.

Whereas a certain annual peshcush, amounting to two thousand Chuckrums, is payable by the Danish Government of Tranquebar for lands held of

the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed that the said peshcush shall continue to be received by His Excellency the Rajah, without any deduction from His Excellency's proportion of the revenue, as hereinbefore stipulated.

ARTICLE 15.

And whereas it is necessary to the convenience and comfort of His Excellency the Rajah that certain supplies of rice, gram, and other grain should be supplied for the use of His Excellency, the Company bind themselves to furnish the said supplies as often as the Rajah shall find it necessary to apply for this purpose, His Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time being.

This Treaty, consisting of fifteen Articles, being settled this day, the 25th October 1799, corresponding to the 12th of Alpeshy in the year Sedhartey, by Benjamin Torin, Esquire, on the part of and in the name of the Right Honorable Richard, Earl of Mornington, Governor General aforesaid, and by His Excellency Maharajah Serfojee Rajah, on his own part, the said Benjamin Torin, Esquire, has delivered to His Excellency Maharajah Serfojee Rajah one copy of the same, signed and sealed by himself, and His Excellency Maharajah Serfojee has delivered to Benjamin Torin, Esquire, another copy of the same, sealed and signed by himself; and Benjamin Torin, Esquire, engages that the said Treaty shall be ratified by the Right Honorable the Governor General under his seal and signature within forty-five days from the date hereof.

(Sd.) SRI RAM PERTAB. L. S.

3.—PUDUKOTA.

THE Pudukota (Pudukottai) State is surrounded by the British districts of Tanjore, Trichinopoly and Madura. The British Government has no treaty with Pudukota, and the Raja is exempt from tribute. The affairs of the State are under the general control, subject to the Madras Government, of the Collector of the Trichinopoly District, who is also Political Agent for Pudukota.

The first connection of the British Government with this Chief, then usually called Tondiman, appears to have been formed at the siege of Trichinopoly in 1752, when the British army greatly depended on his fidelity and xertions for obtaining supplies. Subsequently he was very serviceable in the wars with Haidar Ali, and in the operations against the rebellious usurpers of the large zamindari of Shivaganga, in the Madura district, after the cession of the Carnatic. In 1803 the Chief solicited, as a reward for his services, favourable consideration to a claim preferred by him to the fort and district of Kilanelli, situated in the southern part of Tanjore. He based his claim on a grant by Pratap Singh, Raja of Tanjore, and engagements which were afterwards entered into by Colonel Braithwaite, General Coote and Lord Macartney, on the faith of which he had retaken the fort from Haidar Ali. After a very complimentary review of Tondiman's services, the Government of Madras ceded (No. XVI.) to him the fort and district of Kilanelli in 1803. The cession was afterwards confirmed by the Court of Directors, subject to the condition that the district should not be alienated, and that it should revert to the British Government upon satisfactory proof being given that the inhabitants were subjected to any oppressive system of management. Kilanelli yields a revenue of about Rupees 30,000 a year. The grant was also made subject to the yearly tribute of an elephant; but this was never insisted upon, and in 1836 was formally remitted.

Raja Vijaya Raghunatha Tondiman died on the 1st February 1807, leaving two sons, the elder of whom, aged eleven, succeeded. During the minority of the young Chief the Resident at Tanjore exercised strict supervision over the affairs of the State, and effected important reforms in the revenue, police and judicial departments. As the Raja grew older, this supervision was gradually lessened, till the Raja was placed in charge of the whole administration in about the year 1817.

Raja Vijaya Raghunatha Rai Tondiman Bahadur died in 1825, and was succeeded by his younger brother, Raja Raghunatha Tondiman, who died on

the 13th July 1839, and was succeeded by his son, Raja Ramchandra Tondiman Bahadur. Until 1841 the administration was conducted by the widow, assisted by two ministers; but in that year, in consequence of representations of injustice made by relations of the Raja, the Resident at Tanjore was directed to reside at Pudukota as much as possible during the minority of the Chief and to superintend and control the administration, the conduct of which was to be entrusted, as before, to the ministers of the Raja.

The Resident thereupon framed rules for the guidance of the ministers, providing, *inter alia*, that all expenditure beyond certain limits, grants of land, assignments of produce, creation of offices, and increase or decrease of emoluments should be submitted for his sanction, and prescribing the mode in which public business should be carried on.

In the same year the Residency at Tanjore was abolished, and the Political charge of Pudukota was entrusted to the Collector of Madura, one of the adjoining British districts. The administration of the State was prosperously conducted under his superintendence during the remainder of the minority. All debts were paid off, and a surplus was invested in the funds of the British Government.

After Raja Ramchandra Tondiman had attained his majority, the Government of Madras were obliged more than once to interpose and check the Raja's expenditure. The Court of Directors in 1805 had made it a condition, as shown above, that the grant to the Chief of the district of Kilanelli should be liable to resumption upon satisfactory proof that the inhabitants suffered from oppression. The Raja was therefore warned that, should he continue his reckless course of living, the British Government would be compelled either to withdraw the Political Agent from all connection with him, or to take the Pudukota State under their own control and management assigning the Raja a fixed personal allowance. Notwithstanding all warnings, the Chief persisted in his extravagant career and contracted fresh debts as fast as his previous liabilities were discharged with the aid of the Political Agent. Accordingly, as a mark of the displeasure of Government, he was temporarily deprived of some of his titles. These honours were restored provisionally in 1870 on his amending the administration of his State.

Raja Ramchandra Tondiman died on the 15th April 1886, and was succeeded by his infant grandson, Martanda Bhairava Tondiman, the present Chief. During the minority the State is administered by a Diwan, called for the time the Diwan-Regent, under the control of the Political Agent.

In 1887 the Diwan-Regent of Pudukota agreed to certain arrangements for the suppression of the manufacture of earth-salt in that territory, the British Government paying an annual sum of Rupees 38,000 as compensation to the State, and reserving to themselves the option of cancelling the arrangements, after sufficient notice, if they found it to be to their interest to discontinue them.

The political charge of Pudukota was held by the Collector of Madura, from 1841 till 1865, when it was entrusted to the Collector of Tanjore; since 1874 the Political Agent has been the Collector of Trichinopoly, who exercises a general supervision over the finances of the State and the appointment and dismissal of public officers.

In 1862 an Adoption Sanad (No. XVII.) was granted to the Pudukota Chief. Nazarana is not taken on succession to this State.

The area of the State is 1,380 square miles; the population, according to the census of 1891, is 373,010; and the revenue from all sources a little under seven lakhs of rupees, independent of alienations. According to the returns for 1891, the military force consisted of 136 infantry, 16 cavalry, 6 guns classed as serviceable, and 5 gunners. The Chief receives a salute of 11 guns.

No. XVI.

GRANT of the FORT and DISTRICT of KEELANELLY to TONDIMAN—1803.

Captain Blackburne, the Resident at Tanjore, having communicated to me an explanation of the nature of the claims which you stated by my desire to that officer, I have in consequence caused particular enquiry to be made respecting the grounds of your right to the district of Keelanelly, and the result of the information which I have received, combined with the testimonies which have been brought to my attention of the fidelity and attachment to the interests of the Honorable Company's Government which have marked the conduct of yourself and your ancestors, have determined me to cede to you the possession of that territory, for the purpose of recompensing the services of your family, and of affording a distinguished example of the disposition of the Company's Government to reward with liberality those persons who adhere with fidelity to its interests and confidence in its protection.

I shall in consequence direct measures to be taken for defining the limits of the district of Keelanelly according to its extent when formerly in your possession, in order that it may be separated from the territory of the province of Tanjore and transferred to you.

It is my intention that you and your descendants shall hold the district in perpetual lease, subject to the tribute of an elephant to be presented annually to the British Government. But as the orders which I am about to issue on this subject must be dependent on the confirmation of the Honorable Court of Directors, you will not consider the arrangement to be permanent until it shall have been ratified by the Honorable Court of Directors. In the meantime, however, I shall direct that you shall be placed in possession of the fort of Keelanelly, and that you shall enjoy the revenues of the district until the final decision of the Court of Directors on your claim shall have been made known to this Government.

With respect to the honorary marks of distinction which Captain Blackburne has informed me that you are desirous of possessing, I have determined that you and your descendants shall be permitted to assume the distinguishing marks of two gold chobdar sticks conformably to the wish which you have expressed on that subject; and as a token of my approbation I have desired that two gold sticks of that description shall be prepared and presented to you in my name.

What more?

(Sd:) CLIVE.

Fort St. George, 8th July 1803.

To Tondiman.

I have received your letter of the 1st of January last, and have issued directions through the Board of Revenue to the Collectors of the northern division of Arcot, for facilitating your wishes with respect to the oblations which you are desirous of offering at the Pagoda of Tripathy.

You were informed by a letter from Lord Clive, dated the 8th July 1803, of the tenure on which His Lordship was pleased to place you in possession of the district of Keelanelly as a reward for your fidelity and that of your family to the British Government.

The subject having been referred to the Honorable the Court of Directors, agreeably to the intention stated in Lord Clive's letter, I have now to acquaint you that I have received the decision of the Honorable Court on that reference, and that the grant of Keelanelly to you and your family has been confirmed by the Court of Directors, subject, however, to the "express condition that the district shall not be alienated, and that it shall revert to the Company upon satisfactory proof being given that the inhabitants labor under any oppressive system of management."

Provided that the above conditions shall be observed, you and your descendants will continue in the uninterrupted possession of the district in question.

What more?

(Sd.) BENTINCK.

Fort St. George, 7th March 1806.

No. XVII.

ADOPTION SUNNUD granted to the RAJAH of POODOOCOTTAH—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements, which record its obligations to the British Government.

(Sd.) CANNING.

12th March 1862.

4.—BANGANAPALLE.

BANGANAPALLE was formerly held as a jagir under successive grants from Mysore and Hyderabad by Muhummad Beg, son of Aurangzeb's Grand Wazir, and his descendants. It formed part of the territories ceded to the British Government by the Nizam under the schedule appended to the treaty of October 1800. It was then conferred on Muzaffar-ul-Mulk and his heirs in perpetuity. The family continued in uninterrupted possession of the jagir till 1825, when, in consequence of the disorders which prevailed and the frequent complaints which were made against the jagirdar, it was proposed to annex the jagir and make an allowance to the members of the family for their sustenance.

This offer of a pension was rejected by the jagirdar, who protested against the right of the British Government to resume his jagir. According to the 5th and 6th articles of the treaty of 1800, referred to above, the jagir had been ceded to the British Government in perpetuity. But it was discovered from a correspondence which had taken place between the Resident at Hyderabad and the Nizam's Minister, previous to the signing of the treaty, that it had been expressly stipulated on the Nizam's part that this jagir should be continued to Muzaffar-ul-Mulk and his family, subject to the paramount authority and control of the Hon'ble Company as Sovereigns of the whole of the Nizam's late possessions south of the Tungabhadra. The Court of Directors considered that this stipulation entitled the holder of the Banganapalle estate to be treated in all respects as an hereditary jagirdar. The intention of resuming the jagir was therefore given up, and the Collector of the Cuddapah District was instructed to examine the accounts of the jagirdar and settle the claims of his creditors, to whom three-fourths of the net revenue were allotted.

In 1848 the accounts were closed, and the jagir was restored to Husain Ali Khan, the eldest surviving heir. Husain Ali Khan died before a sanad confirming the grant could be issued. He was succeeded by his nephew, Ghulam Ali Khan, to whom a Sanad (No. XVIII.) was issued in 1849. This renewed to him and his heirs their former rights and privileges, and conferred power to administer civil and criminal justice, except in cases involving capital punishment. It was further provided that no grants should be made without a written document, distinctly specifying that each alienation should hold good during such period only as the land alienated should remain in the enjoyment of the grantee. At the same time all frontier duties were abolished.

In 1862 a Sanad (No. XIX.) was granted to the jagirdar guaranteeing that the British Government would permit and confirm any succession to the estate which might be legitimate according to Muhammadan law. Ghulam Ali Khan, who had been appointed to be a Companion of the Order of the Star of India, died in October 1868, and his nephew and son-in-law, Saiyid Fath Ali Khan, the present jagirdar, was recognised as his successor. The estate has been exempted from the payment of nazarana on succession.

The title of Nawab was granted to the jagirdar in 1876 as an hereditary distinction. He is not entitled to a salute. The present Nawab was appointed to be a Companion of the Order of the Star of India in 1878. He has three sons, the eldest of whom is receiving an English education.

The manufacture of earth-salt in Banganapalle was stopped in the years 1880 and 1881 ; and the British Government pays the jagirdar Rupees 3,000 annually as compensation on this account.

The area of Banganapalle is about 255 square miles ; the population (by the census of 1891) amounts to 35,506. The revenue is Rupees 2,72,250 per annum, of which Rupees 2,22,255 are derived from land ; but considerably more than half of the land revenue is alienated in jagirs to members of the family.

In 1891 the jagirdar had a force of 103 irregular footmen or police, and 2 unmounted guns of an obsolete pattern. The affairs of Banganapalle are under the general control (1892) of the Collector of the British District of Kurnool, in which the jagir is situated.

No. XVIII.

SUNNUD issued to GHOLAM ALI KHAN, JAGHIREDAR of BUNGANPULLY—1849.

Whereas the Right Honorable the Governor in Council of Fort Saint George was pleased, on the 12th July 1848, to confer upon Hossain Ali Khan and his heirs for ever in jaghire the lands of Bunganpully, free of peshcush and pecuniary demand; and Whereas the said Hossain Ali Khan has demised before the issue of a Sunnud to confirm the same, and Gholam Ali Khan has been recognised and acknowledged by the Government of Fort Saint George as his successor and representative: this Sunnud is granted to the said Gholam Ali Khan as the present Jaghiredar.

The Jaghire of Bunganpully, conferred as aforesaid upon Hossain Ali Khan and his heirs for ever free of peshcush and pecuniary demand, is hereby confirmed to you, Gholam Ali Khan, as the representative of the said grantee, Hossain Ali Khan, now deceased.

You, therefore, shall have the general management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honorable Company; their enemies shall be your enemies, and their friends shall be your friends; you shall assist the Honorable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Bunganpully.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honorable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent-free or on payment of favorable quite-rent, you shall notify the particulars and conditions of such alienation to the Agent to the Governor of Fort Saint George, at Kurnool, or to any other officer who may from time to time be

appointed by the Madras Government for the purpose, and you shall not confer any such enam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jaghire by the grantee.

Given under the seal of the Honorable Company, and signature of the Right Honorable the Governor in Council in Fort Saint George, this twentieth day of March one thousand eight hundred and forty-nine.

(Sd.) HENRY POTTINGER.

Entered in the Secretary's Office. „ G. H. F. BERKELY.

By order of the Right Honorable the Governor in Council. „ D. ELIOTT.

(Sd.) H. C. MONTGOMERY,
Secretary to Government.

No. XIX.

ADOPTION SUNNUD granted to the JAGHIREDAR of BUNGANPULLY—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government.

(Sd.) CANNING.

The 11th March 1862.

A similar Sunnud was granted to the Jaghiredar of Sundoor.

5.—SANDUR.

SANDUR is a small valley lying between two chains of lofty hills on the west of the town of Bellary. It contains a fort which was built by Haidar Ali and Tipu Sultan at great expense, but which is not now kept up.

The Mahratta State of Sandur was founded by Siddoji, the grandson of Malloji Rao Ghorpade, an officer in the service of the Sultan of Bijapur, and formed a part of the possessions of his third son, Morari Rao, the Mahratta Chief of Gutti, who was deprived of his dominions by Haidar Ali. Morari Rao's nephew and adopted son, Shiva Rao Bapa, fell in battle, leaving a son, Siddoji only two years old, under the guardianship of his uncle, Venkat Rao. In 1790 Venkat Rao and his nephew, Siddoji, with a party of their own adherents and the assistance of the inhabitants of Sandur, expelled the Governor of Tipu Sultan's fort and got possession of the place. They were allowed to retain it after the peace in 1792 as part of the ancient inheritance of their family.

Siddoji died without issue in 1796, on which his uncle Venkat Rao asked Daulat Rao, the half-brother of Morari Rao, to allow one of his sons to be adopted by Siddoji's widow, but the request was refused. Venkat Rao then made the same request of Yeshwant Rao, who also refused, but said that one of the sons of his younger brother, Khandi Rao, might be adopted. Khandi Rao consented and gave his son, Shiva Rao,who succeeded to the jagir in 1799. None of the descendants of Morari Rao ventured to reside in Sandur during the life of Tipu, because they were completely surrounded by his dominions, and were afraid of being seized by treachery. But on the death of Tipu, at the fall of Seringapatam in 1799, Venkat Rao and Shiva Rao went to Sandur, and Shiva Rao was jagirdar when the districts of Bellary and Cuddapah were ceded to the British Government.

The Peshwa about the same time issued a sanad, granting Sandur as a jagir to Yeshwant Rao mentioned above. No prominence was given to this sanad until some years after, when Yeshwant Rao sent a copy of it with a letter to Venkat Rao, saying at the same time that he wished to avoid dissensions in their families. Venkat Rao, therefore, sent for Narsingha Rao, the second son of Yeshwant Rao, in 1804, and gave him an allowance of 100 Pagodas monthly. But as Narsingha Rao attempted to intrigue in his own interests he was dismissed in 1808, and Shiva Rao continued to hold the estate as an independent jagirdar until the Mahratta war. The Peshwa indeed always regarded him as a rebellious vassal, and endeavoured by fraud and

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stratagem in 1815, on pretence of making a pilgrimage to the temple of Kumaraswami, to get possession of the place.

On the outbreak of the Mahratta war Shiva Rao was summoned by Brigadier-General Munro to surrender Sandur, and was promised a jagir of nine thousand rupees in any part of British territory which he might select. Accordingly Shiva Rao surrendered his fort and valley on the 27th October 1817. It was at first intended that the territory of Sandur should be annexed to the British dominions; that Shiva Rao should have other territory assigned him, subject to the laws and regulations of the British Government; and that his authority over the inhabitants of his future jagir should be that only of an ordinary zamindar. But after the lapse of a few months the Madras Government determined to restore the jagir of Sandur to Shiva Rao; and the Collector of Bellary was directed, in June 1818, to deliver over both the fort and district of Sandur to him without delay. This order was immediately carried into effect; but the terms on which the jagir was to be held were not finally settled for some years. In 1826 a formal Sanad (No. XX.) was given to Shiva Rao. It conferred upon him and his heirs for ever the jagir of Sandur free of all pecuniary demands; and delegated to the jagirdar the entire management of revenue, police and civil justice, subject to the condition of his maintaining allegiance to the British Government. He was also bound to keep a strict watch over the public peace of the jagir, not to afford an asylum to offenders from British territory, but to deliver them up and assist the officers of Government sent in pursuit of them, and to cause justice to be done to the inhabitants of the British territory and others who might have pecuniary claims on any of the inhabitants of Sandur. It was further stipulated that the jagirdar should be answerable for the good government of his jagir, to ensure which the interposition of the Madras Government, when necessary, was provided for.

Shiva Rao remained in undisturbed possession till his death, which occurred on the 2nd May 1840. He left no son of his own, but had adopted Venkat Rao, the son of his brother, Bujanga Rao, as his heir.

The title of Venkat Rao Hindu Rao Ghorpade to succeed was acknowledged by Government, and a Sanad (No. XXI.) was granted to him in 1841. The terms of the sanad are the same as those granted to Shiva Rao, with the exception that a provision was entered prohibiting punishment by mutilation, and that the jagirdar was restricted from passing capital sentences or executing persons capitally convicted, without the previous sanction of Government.

In 1847 the jagirdar agreed (No. XXII.) to the establishment of a sanitarium for British troops on the tableland of Ramandrug and to cede police and magisterial jurisdiction over the hill. The jurisdiction of the criminal courts of the Bellary district was thereupon extended to this tract. An annual quit-rent is paid to the jagirdar for the ground occupied for public and private purposes.

Venkat Rao died in 1861 and was succeeded by his eldest son, Shiva Shanmukha Rao. He was a minor, and was not entrusted with the management of the jagir until 1863, when the Sanad of 1841 was renewed (No. XXIII.) in his favour. In 1876 he received the title of "Raja" as an hereditary distinction, and it was at the same time ruled that the title might be assumed by his successors on their succession to the jagir being formally recognised by the British Government.

Shiva Shanmukha Rao was succeeded by his brother Raja Ramchandra Vital Rao Sahib; and on his taking over the administration in 1879 the sanad was again renewed. He has a brother named Bala Sahib. The jagir has been exempted from the payment of nazarana on succession.

In 1862 a Sanad, conferring the privilege of adoption, was granted to the jagirdar of Sandur (see Note to No. XIX.)

The area of Sandur is about 161 square miles; the population in 1891 amounted to 11,390; the gross revenue is Rupees 45,000, of which about one-half is realised from land. The political charge of Sandur is in the hands of the Collector of the British district of Bellary.

The jagirdar has two guns for ceremonial purposes. He is not entitled to a salute.

No. XX.

SUNNUD to SHEVA RAO GOREPARA, JAGHIREDAR of SUNDOOR—1826.

The Honorable the Governor in Council of Fort St. George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honorable Company; their enemies shall be your enemies and their friends shall be your friends. You shall assist the Honorable Company to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

You shall be answerable to the Honorable Company for the good government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Honorable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honorable Company and signature of the Governor in Council in Fort Saint George, this 7th day of July one thousand eight hundred and twenty-six.

L. S.

(Sd.) T. MUNRO.

„ G. T. WALKER, *Lieut.-Genl.*

„ H. T. GRŒME.

Entered in the Secretary's Office.

By order of the Honorable the Governor in Council.

J. M. MACLEOD,
Secretary to Government.

No. XXI.

SUNNUD to VENCUT ROW GORPADAY, JAGHIREDAR of SUNDOOR—1841.

The Right Honourable the Governor in Council of Fort Saint George has been pleased to renew in your name the Sunnud granted to Sheva Rao Gorepara under date the 7th July 1826, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire; and also the duty of administering civil justice, subject to the undermentioned condition :—

You shall at all times maintain faith and allegiance to the Honourable Company; their enemies shall be your enemies and their friends shall be your friends; you shall assist the Honourable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's district but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honourable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Right Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honourable Company and signature of the Governor in Council, in Fort Saint George, this twelfth day of January, one thousand eight hundred and forty-one.

Entered in the Secretary's office.
By order of the Right Honourable the Governor in Council

Seal.

(Sd.) ELPHINSTONE
" ——
" ——
" JOHN BIRD.

(Sd.) R. CLERK,
Secretary to Government.

No. XXII.

Engagement of the Jagirdar of Sundoor to cede lands for a British Sanitarium at Ramandrug—1847.

I, Vencut Rao Hindoo Rao Ghorpada Mamalkatmadar Sanapatti, the Somistanic of Sundoor, do execute this Tahanamah to the following effect:—The table-land on Ramgad, situated in my jaghire, being suitable for the residence of Europeans, some gentlemen have already built their bungalows on it, while others are likely to do so; and moreover the subject of erecting barracks by Government at the place is under consideration, I have, therefore, been desired by A. Mellor, Esq., the Collector of Bellary, to state, for the information of Government, on what conditions I would willingly give up the said table-land, and I have entered into the following agreement:—

1st.—The ownership of the said land of Ramgad shall as usual remain firm to me. There shall be no objection on my part to the grant on fixed rent of as much of the land as may be required for Government as well as for officers to build their own houses, etc., upon. The area of the land already occupied by the bungalows of officers, as well as that to be built upon hereafter by Government and officers, shall be surveyed and assessed according to the local usage. The assessment to be paid every year to me.

2ndly.—I shall continue to receive whatever income may be derivable from rent of fruit trees, jungle, etc., connected with the said hill.

3rdly.—I have reserved for myself the power of renting out the sale of country arrack and toddy on the said hill, and of imposing a tax with their own consent on merchants who may open shops for trade there, and of levying the same. The Company's Government shall not interfere in the matter.

4thly.—It being probable that as European officers take up their residence on the said hill many servants, tradesmen, private persons, and others will reside there, I have relinquished to the Company's Government the police and magisterial functions of maintaining peace and trying and punishing the offences committed by such people, such as violence, petty crimes, thefts, murder, etc. The Collector is to have jurisdiction in such matters.

5thly.—Whatever hidden property, such as money or other property, and jewels, may be found in erecting bungalows and houses, or in excavating earth for any purpose on the land appertaining to the said hill, shall be delivered over to me; the Company's Government shall have nothing to do with it. I have thus executed this Tahanamah of my own free will, on this twelfth day of Shaban, corresponding with the month of Ashada of the year Plavungah—Katabat.

No. XXIII.

SUNNUD confirming SHANMUKHA ROW in the JAGHIRE of SUNDOOR—1863.

To

SIVA SHANMUKHA ROW GHORPADY,
Jaghiredar of Sundoor.—1863.

His Excellency the Governor in Council of Fort St. George has been pleased to renew in your name the Sunnud granted to Venkat Row Ghorpaday, under date the 12th January 1811, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions.

You shall at all times maintain faith and allegiance to Her Majesty's Government; their enemies shall be your enemies and their friends shall be your friends. You shall assist Her Majesty's Government to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the districts of the Government of India, but shall either deliver them up, or assist the officer of Her Majesty's Government who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the districts of the Government of India, and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you shall abstain from the punishment of mutilating criminals, and shall not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but shall refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to Her Majesty's Government for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of Her Majesty's Government should become necessary, the Governor in Council of Fort St. George will, in such case, take such measures as may appear just and proper for restoring order, and providing for the security of the people.

6.—TRAVANCORE.

At the commencement of the eighteenth century the territory of Travancore was divided into a number of small Chiefships, which were constantly engaged in struggles with one another. During the course of the century these Chiefs were gradually brought under the authority of the Rajas of Travancore. Vanji Bala Perumal, whose rule extended from 1758 to 1799, having a strong body of troops disciplined and directed by a Flemish adventurer, was specially successful in reducing these principalities under his power, and from the close of his administration may be dated the entire extinction of the authority of the petty Chieftains in Travancore.

The English first settled in Travancore at Anjengo in 1684, when a commercial Resident, whose functions soon after became also political, was appointed. In the Madura and Tinnevelly campaigns, in 1756, the Travancore State gave, though indirectly, considerable assistance to the British authorities.

It is unnecessary to describe here the early relations* between the East India Company and the Rulers of Travancore before the complications with Mysore arose. But during the wars with Haidar Ali and his son, Tipu Sultan, the British invariably found Raja Vanji Bala Perumal a steadfast ally; and he was accordingly included in the treaty framed in 1784 between the East India Company and the Sultan of Mysore. In 1788, when threatened by Tipu Sultan, the Raja entered into an Agreement (No. XXIV.) to allow two battalions of sepoys to be stationed on his frontier. In 1789 Tipu Sultan attacked the Raja, forcing the lines which had been erected for the defence of the country on its northern frontier towards Cochin, and cruelly devastating the Travancore State. In consequence of this attack on one of its allies, the British Government declared war with Tipu; and on the conclusion of peace in 1792 Tipu was compelled to restore all that he had wrested from the Raja of Travancore.

Pepper of the kind which is produced in larger quantities on the Malabar Coast had, from the earliest times of the Company's trade, formed one of the chief articles of export from Travancore. On the 28th January 1793 the Raja entered into an Agreement (No. XXV.), known as the Pepper Contract, to supply a large quantity of pepper to the Bombay Government for ten years, in return for arms and European goods.

* A very complete and valuable collection of the early engagements and agreements connected with British affairs on the Malabar Coast has been published (Calicut, 1879) by Mr. W. Logan, late Madras Civil Service, and at one time Resident in Travancore.

In 1795 the Raja concluded a Treaty (No. XXVI.) by which he engaged to pay an annual subsidy adequate to maintain three battalions of sepoys, together with a company of European artillery and two companies of lascars, to be always stationed, if the Raja desired it, in his country or on the frontiers near it, or in any other district within the Company's possessions that he should prefer.

By a subsequent Treaty (No. XXVII.), concluded in 1805, his successor, Raja Rama Varma Perumal, agreed to pay annually, in addition to the subsidy, a sum sufficient to maintain one more regiment of the East India Company's native infantry; and, in case an additional force should be required for the defence of his territory against attack or invasion, to contribute such a sum as should appear to bear a just and reasonable proportion to his net revenues. It was further agreed that, in case the Governor-General in Council should consider that there were grounds for apprehending failure of funds to defray the expense of the permanent military force, or the extraordinary charges that might arise under the terms of the treaty, the British Government should have power either to introduce at their discretion such regulations and ordinances as might be deemed expedient for the internal management of the country, or to assume the direct management of such part or parts of the Raja's territories as might appear necessary to render such funds efficient and available in time of either war or peace. It was, however, stipulated that the Raja's actual receipts from his territorial revenues should not be less than two lakhs of rupees, together with one-fifth of the net revenues of the whole of his territories. The Raja at the same time promised to always pay the utmost attention to the advice of the British Government, to hold no communication with any foreign State, and to allow no European foreigner to join his service, or to remain within his territories, without the previous sanction of the British Government. Eventually the subsidy payable by the Travancore State was fixed definitely at Rupees 8,00,000 per annum.

A sum of Rupees 13,319-8 a year is also paid by the Travancore State to the British Government, being the equivalent of the peshkash and nazarana* which the Raja agreed to pay to the Nawab of the Carnatic in 1764.

* Translation of the Muchalkas and Kaulnama by which the Raja offered and the Nawab accepted this peshkash and nazarana.

First Muchalka.—"Whereas I, Rama Raja, Zamindár of Malabar, in the Carnatic Payanghat, do repent of, and hereby own, all my former errors and declare upon the oath of my religion to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, that hereafter I shall never proceed against your wish in

The administration of Raja Rama Varma Perumal, who succeeded Raja Vanji Bala Perumal in 1799, was a period of much confusion. In 1808 an

any manner whatsoever, that I shall ever with zeal maintain due obedience to your orders, that I shall afford every assistance in the affair of Tinnevelly and Madura, and that I shall besides send my select troops whenever they may be required by you for punishing Bahadur Naik without making any excuse; as the Taluk of Kalakad, etc., had not belonged to me I shall never claim it in any manner whatever; that with the exception of the villages of Shenkotta, I shall never encroach on any other ground even to the extent of one span beyond the boundary walls; that I shall permit the merchants of Tinnevelly to pass and repass through the ghats of Shenkotta and Arnenkavu; that I shall always consider the enemies of the Sarkar as my enemies and the Sarkar's friends as my friends; and that I agree to pay, without failure, the sum of two lakhs of Trewapur Rupees in cash, of which Rupees 1,50,000 on account of the former treaty, and Rupees 50,000 on account of the plunder committed in Kalakad, which amount shall be paid to your Sarkar through the shop of Manekji Panditha and Nalakunda Thakur, residing at the Port of Madura and receipts obtained for the same. Independent of this I shall annually pay the amount for Shenkotta and the Pagoda of Cape Comorin, together with the fixed peshkash exclusive of Darbar charges according to Mamul formerly observed during the time of the Rajas of Trichinopoly; that I shall, without making any pretext or delay, be zealous and attentive in every business of your Sarkar according to what I have written above, and that in like manner my successors will behave themselves to Nawab Umdat-ul-Umara Bahadur and your other children. Of my own free-will and upon the oath of Padmanabha, my charity and my religion, I have written and given these few words, that I may never on any account whatsoever deviate from the same, and that this be considered as a Sanad in future, dated the 11th Rajab, 1180 Hijri.

Second Muchalka.—"Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby promise that the peshkash payable by your servant according to Mamul, *viz.*, 4,000 Tirmakuli Chakras and a large elephant with tusks fit for your Sawari, independent of the established Darbar charges, shall, without excuse and deferring, be annually delivered from Fasli 1176 to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, Sipah Sardar, and should any difference appear in the payment of this peshkash according to my promise, I shall make good the same on its being proved, and pay to the Sarkar any fine that may in consequence be imposed upon me without objection. I have written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Third Muchalka.—"Whereas you were pleased, in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the villages of Shenkotta, in the district of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on payment of 3,000 Madura white Chakras according to Mamul, I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby agree and promise in writing that I shall annually pay the above-mentioned sum to your Sarkar independent of Darbar charges by three equal kists agreeably to ancient custom. I have, therefore, written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Fourth Muchalka.—"Whereas you were pleased, in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the Pagoda of Cape Comorin, in the District of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on the regular payment of 700 Madura Chakras in cash as nazarana, I, Rama Raja, Zamindar of Malabar, do therefore agree and promise in writing that the amount of the nazarana shall annually be paid to your Sarkar by three equal kists without any excuse. I have written and given these few words in the form of a muchalka to be considered as a Sanad in future, dated 11th Rajab, 1180 Hijri.

Fifth Muchalka.—"Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby promise in writing, that I shall not permit now or at any future time the Sarkar's adversaries or any one of the Palegars, etc., of the districts of Tinnevelly or Madura, to take residence within my territory, nor protect any of them in any manner whatsoever, and that I shall ever maintain the promise of alliance formerly concluded between me and the British Government, which I shall never violate upon any account whatsoever, I have written and given these few words in the form of a kararnama or muchalka to be in future considered as a Sanad, dated 15th Rajab, 1180 Hijri.

insurrection broke out, which was put down by a British force. The State was required to defray the expense incurred by the British Government in this expedition, and a brigade was left at Quilon as a subsidiary force, agreeably to the treaty concluded in November 1795. The debts thus incurred were but tardily discharged, and the British Government were about to assume the internal administration of the country as the only means of ensuring their satisfactory settlement, when the Raja died in 1811.

The Raja was succeeded by Lachhmi Rani, who, according to the peculiar custom of the family of Travancore, assumed charge of the government until a male heir was born. She held it until 1814, during which time the British Resident, Colonel Munro, acted also as minister, and by his judicious measures completely retrieved the condition of the country. Lachhmi Rani was succeeded by her eldest son, and the country was during his minority successfully managed by her sister as Regent, under the advice of the Resident.

The young Raja on attaining his majority in 1829 was formally installed. He died in 1846, and was succeeded by his brother, Martanda Varma, whose death occurred in 1860. The State then passed to his second nephew, Rama

Kaulnama in the name of the noble Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat.

Whereas, in consequence of the arrival of the five sealed muchalkas from you professing continual friendship and obedience on your part to my Sarkar, declaring that you will not on any account claim the Taluk of Kalakad, etc., and that you will render any assistance that may be in your power to the taluks of Tinnevelly and Madura, and promising to send troops at my call for the punishment of rebels, and containing also other professions of fidelity and good-will, which are inserted on the back of the parwana, I have graciously pardoned all your past errors, and have agreeably to your request consented to receive the full sum of two lakhs of Trewapur Rupees in cash on account of the former treaty and the plunder committed in the Kalakad taluk. As you agree to pay the annual nazarana according to Mamul, I am pleased to make over to you the villages of Shenkotta and the Pagoda of Cape Comorin, agreeably to your long-cherished desire, and hope that you will duly appreciate the favour thus done to you, and evince your sense of it by an increased obedience and service on your part to my Sarkar agreeably to your muchalkas, and that you will pay to me regularly the annual sums on account of the villages of Shenkotta and the Pagoda of Cape Comorin, together with the established peshkash, and remain contented; for you must be aware that as long as you shall continue firm in your promise of submission and fidelity to the Sarkar you will experience the favour of the Huzur.

Dated the 11th Rajab, 1180 Hijri.

Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Siraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, Sipah Sardar, Fidvi Shah Alam Padshah Ghazi, 1179.

(Sd.) Biaz.

Varma, the first nephew, elder brother of Rama Varma, having been set aside on account of imbecility. Raja Rama Varma was in 1866 appointed a Knight Grand Commander of the Most Exalted Order of the Star of India, and in the same year the Government of India decided that, as a personal distinction in recognition of his excellent administration, he should be addressed by the title of "Maharaja" in all communications from the British Government (No. XXVIII.). In 1862 the Government of India granted a sanad of adoption to the Rulers of Travancore (No. XXIX.).

The laws which govern the succession to the State of Travancore are very peculiar. The descent, according to the usages of the Nayars of the western coast, is in the female line. Thus, on the death of a Raja, the sovereignty passes, not to his sons, who can in no case inherit, but to his uterine brothers, if he has any. Failing these, or on their demise, it passes to his sisters' sons, or to his sisters' daughters' sons, and so on. Hence the only adoptions which are performed by the Rajas of Travancore are, not of males to supply the place of sons of their own body, but of females through whom the line must be continued. Any failure in the direct female descent requires the selection and adoption of two or more females from the immediate relatives of the family who reside at certain places in Travancore. The females so adopted are designated the Tamburattis or Ranis of Attinga,* and by the laws and usages of Travancore are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy many important privileges.

Such an adoption occurred in 1788, when two sisters were selected and adopted as Ranis of Attinga. The younger sister died after giving birth to a female child, which also died. The present family of Travancore is descended from the elder sister, the late Raja being her great-grandson (daughter's daughter's son), and the present Chief her great-great-grandson (daughter's daughter's daughter's son).

In 1857 the line of Travancore was again threatened with extinction. The mother of the late Raja (grand-daughter, daughter's daughter, of the elder of the two sisters adopted in 1788) left five children, *viz.*, four sons and one daughter. This daughter died suddenly, leaving only two sons, the second of whom is the present Maharaja (1892). The Tamburattis of Attinga thus became extinct, and although the State after the death of the

* So called because Attinga is the separate property of the ladies of the family of Travancore. The maidens adopted for this purpose become Tamburattis on certain ceremonies being performed publicly at Attinga and in the chief temple of Trivandrum.

then Raja would devolve successively on his four nephews and two grand-nephews, the line, unless recruited by the adoption of Tamburattis as before, would have expired with them. Under these circumstances, the Raja intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two of the most eligible female members from among his relations as senior and junior Ranis. Two ladies were accordingly adopted with the sanction of the British Government.

In 1871 a question arose relative to jurisdiction over European British subjects in Travancore, which was claimed by the Travancore Darbar both as an inherent right of sovereignty and also as having been admitted by the British Government in 1837, when Europeans living in Travancore and not being servants of the British Government, were declared to be subject to the laws of that State. The Darbar was informed that, having regard both to the position of the British Government as the paramount power in India and to its treaty engagements with Travancore, the position assumed by that State could not be recognised. When the jurisdiction of Travancore was recognised in 1837, there were difficulties in the way of trying in British courts European British subjects other than servants of Government for offences committed in Native States. These difficulties had subsequently been removed by legislation, and the alteration of the law required some alteration in the hitherto prevailing practice.

The Darbar however further argued that any modification of British laws could not affect its sovereign jurisdiction, and urged other considerations in support of its position. Finally, in consideration of special circumstances affecting Travancore and Cochin, and more particularly of the efforts made by those States to conduct their judicial administration on enlightened principles, the Government of India consented to allow the magistrates of Travancore and Cochin, who might be European British subjects and Christians, to exercise over European British subjects in those States, subject to such control as the Resident had hitherto exercised and such advice as he was empowered by treaty to offer, the same jurisdiction as might be exercised over them in British territory by magistrates of the first class and justices of the peace. Under the same conditions the necessary powers were conferred on magistrates of Travancore and Cochin to enable them to commit to the High Court at Madras such cases as in British territory are beyond the jurisdiction of European British subjects who are magistrates of the first class and justices of the peace. These arrangements were declared to

be subject to revision if at any time the European magistrates of Travancore and Cochin failed to give satisfaction to the British Government. It was also provided that certain magistrates specified by name should try cases which may be dealt with entirely by magistrates, and that appeals should lie from their decisions to certain appellate judges specified by name. Offences which are too grave to be dealt with by magistrates are committed by justices of the peace in Travancore and Cochin to the Resident for trial, and the Resident's decisions are subject to appeal to the High Court at Madras. The gravest class of offences, with which a Court of Session cannot deal, are committed to the High Court at Madras. The Resident has also discretion to commit to the High Court cases which are committed to him, or which come before him as a justice of the peace.

In 1861 the Madras Government proposed the removal of certain fiscal restrictions in Travancore. By Act VI of 1848 the coasting trade of British India was freed from all duties, but Travancore as a Native State did not come within the scope of the enactment, and consequently the produce of Travancore when landed at British ports was charged with import duty as being foreign goods. Similarly the produce of British India, when exported to the ports of Travancore, was charged with export duty. The same rules hampered the trade in goods passing the land frontier, though on some lines the duties had been mutually abandoned. The Maharaja on his part levied customs duties on imports from and exports to British ports.

After some negotiation the Travancore State agreed in 1865 to give up all import duties on British Indian produce, with the exception of tobacco, opium, salt and spirits, but claimed, in the form of a guarantee or drawback, the revenues realised in British Indian ports on foreign produce re-exported to Travancore. This was estimated to amount to about Rupees 40,000, but it was understood that it might be gradually reduced as the direct trade of Travancore increased. The Darbar also agreed to reduce its export duty to 5 per cent. *ad valorem* on all articles except pepper, dried betel-nut and timber. The duty on pepper and dried betel-nut was retained at Rupees 15 per candy, and on timber at 10 per cent. *ad valorem*. The Darbar also consented to reduce the duty on tobacco to the extent of Rupees 1,00,000 a year.

Travancore is supplied with salt from Bombay on the same terms as the Madras Government. There has been no formal agreement on this subject.

In 1880 Maharaja Rama Varma, who had succeeded in 1860, died. He was succeeded by his brother, also called Rama Varma, who died in

1885. He was appointed in 1882 to be a Knight Grand Commander of the Order of the Star of India. He was succeeded by his nephew Bala Rama Varma, who is about 35 years old (1892), and who also, in 1888, received the decoration of a Knight Grand Commander of the Order of the Star of India.

The area of Travancore is 6,730 square miles; the population, according to the census of 1891, is 2,555,074, excluding the Quilon Cantonment, the returns for which were included in those for the Madras Presidency; and the gross revenue is about Rupees 78,48,000. The military force of the country consisted, in 1891, of 1,442 infantry, 61 cavalry, and 30 artillerymen with 6 guns used for saluting purposes only. The Chief has offered to place the whole of his forces at the disposal of the Government of India for Imperial service.

The Maharaja receives a salute of nineteen guns in British territory.

No. XXIV.

AGREEMENT with the RAJAH of TRAVANCORE for two battalions to be stationed within his dominions—1788.

From the Rajah of Travancore to the Governor, dated 12th Ramgun, 19th June 1788.

The territory of Calicut and Pulicatcherry lay quite contiguous to the wall of my fort, and Tippoo Sultan, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trusting to the peaceable state of affairs between you and Tippoo, I do nothing more than keep a watchful eye over my district, for which purpose I have appointed six battalions and other troops to guard the places of strength belonging to me; but it is necessary to have officers and serjeants to discipline those battalions, I have therefore to request you will, out of your favor and friendship to me, order four officers and twelve serjeants, who are well acquainted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope Your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to Your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

Extract letter from the Governor to the Rajah of Travancore, dated Fort St. George, 12th August 1788.

I have very fully considered of your request to be supplied with English officers to command your battalions of sepoys. My desire to show you kindness and protection is so manifest that it is not necessary to repeat to you how great my satisfaction is when I have an opportunity to add to your happiness. On the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are aware of. The Honourable Company's officers are brave and good men and will always discharge their duty with zeal and ability; but it is contrary to the systems now laid down for the management of the English Company's affairs to lend their officers to command any troops except such as are actually in their own pay and under their own authority. Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope will reconcile to your mind my declining to comply with the proposal.

If we can suggest any plan by which one, two, or even three battalions of the Honourable Company's troops can be employed to advantage in securing your country against any sudden attack from Tippoo, I shall very readily take the same into consideration, and, if practicable, form an arrangement that will afford safety to your possessions withou deviating from the rules of our service.

Extract letter from the Rajah of Travancore to the Governor, dated 25th Zecaad, or 28th August 1788.

You are pleased to say it is contrary to the system now laid down to lend the Company's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can suggest any plan by which one, two, or three battalions of the Company's troops can be employed in securing my country against any sudden attack from Tippoo, you will readily take the same into consideration and form an arrangement for the safety of my country without deviating from the rules of your service.

The above letter has given me the greatest satisfaction and accomplished my wishes.

The friendship and attachment I bear to the English Company are known to the whole world, and my late intercourse with Tippoo Sultan has also been carried on through their assistance and favor.

I call the Almighty to witness that I rest my whole dependence on them for support, and therefore most willingly acquiesce to the proposal in Your Excellency's letter of having some battalions of the Company's troops with me. Your Excellency will be pleased to shew me your favor in any manner that can tend to the security and protection of my country, and to inform me of the expense that will attend a battalion of sepoys. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from Your Excellency.

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October 1788.

I have received your letter dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own.

Your having acquiesced in the proposition I made of having some battalions of the Company's troops stationed on the frontier of Travancore is a wise and judicious measure; it will ensure the safety of your country against the ambitious views of any persons who may be ill disposed towards you, and cannot fail to convince them of the danger they would be exposed to in attacking a Prince supported and protected as you are by the English, whose arms, by the blessing of God, are too powerful for them to combat with.

At the same time that I am anxious to see your country in a complete state of security, I am not less so in effecting it in such a manner as will render your expenses easy: for this purpose I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers at your expense, and that the amount may be either paid by you to the Company, in cash or pepper, as may best suit your convenience. That if an additional force of Europeans and natives are required to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expense entirely; with this proviso, that you will order them to be supplied with provisions

and the necessary articles for erecting buildings to lodge them in, on their paying for the same at the usual rates of your country. That you may know the expense of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information.

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity. What can I say more?

(Sd.) ARCHD. CAMPBELL.

Letter from the RAJAH of TRAVANCORE to the GOVERNOR, dated 6th Suffer, or 5th November 1788.

I have been honored with the receipt of Your Excellency's gracious letter in which you recommend "that two battalions of the Company's sepoys should be stationed on the frontiers of my country in time of peace, the amount of their pay to be provided for by me, in cash or pepper, as may suit my convenience. That whenever an additional force is required by me as a defence against the designs of an enemy, you will send a body of Europeans and sepoys which will be maintained at the Company's expense; and that I am to supply them with provisions and the necessary articles for erecting buildings, on their paying for the same at the usual rates of my country." You moreover say, "that the confidence I repose in the friendship of the Company will not be lost, and that they regard me as their faithful ally, and consider my interest the same as their own." You have also transmitted to me an estimate account of the monthly expense of a Company's battalion of sepoys in time of peace and war for my information, all which I understand.

The measure which has occurred to Your Excellency's enlightened mind for stationing two battalions of sepoys for the defence of my country is highly proper, and I consider my government and territories perfectly safe and secured against the machinations of my enemies. The Almighty God knows the sincerity of my long friendship with the English, whose power I consider as the means of my preservation; may He, of His infinite goodness, grant the continuance of their prosperity and success.

Your Excellency will be pleased, in consequence of what you have written, to lend me two battalions of sepoys for the defence of my country, for which favour I shall be highly grateful to Your Excellency.

The account sent me states as the monthly expense of one battalion of sepoys the sum of one thousand seven hundred and fifty Star Pagodas forty

Fanams and forty Cash, and the additional charge to be twenty-six Pagodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of whatever person you are pleased to order the annual amount of two battalions of sepoys, agreeable to the above-mentioned statement; and in the event of a war, I shall pay the batta to them agreeably to what is stated in the said account, being for one battalion nine hundred and ninety-eight Star Pagodas six Fanams and twelve Cash.

From the long and sincere friendship I have entertained with the Company, it has always been my hope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since Your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, *viz.*, Europeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some battalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request Your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two battalions you are to send me in the defence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble.

Be pleased to consider me at all times your devoted well-wisher, and honour me frequently with your commands.

What shall I say more?

No. XXV.

1793.

ARTICLES of AGREEMENT made and entered into by the HONOURABLE MAJOR GENERAL ROBERT ABERCROMBY, PRESIDENT and GOVERNOR of BOMBAY, for and on behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and their successors, on the one part, and GUSWA, PILLA, DEWAN to HIS HIGHNESS the RAJAH of TRAVANCORE, for and on behalf of HIS said HIGHNESS and his successors, on the other part, this twenty-eighth day of January of the English year one thousand seven hundred and ninety-three, *viz.*—

That this agreement shall not effect or interfere with any agreement

subsisting between the said Honourable Company; and the said Rajah shall deliver to the said Company between the 10th February 1794 and 10th April following three thousand candies (560lbs weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each candy, exclusive of two Rupees customs for each; and shall further deliver a similar quantity (300 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (English computation).

That of the pepper above stipulated to be delivered annually, two thousand five hundred candies shall be delivered at Quilon, and the remaining five hundred candies at the said Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred candies of lead, three hundred yards of scarlet broad cloth superfine, one thousand five hundred yards of ditto fine, twenty-seven thousand five hundred yards of red purpit, two thousand yards of blue purpit, two hundred yards of yellow purpit, five hundred yards of green purpit. That the balance due for the said annual provision of pepper shall be discharged in Bombay, which balance, together with the warlike stores stipulated to be taken on part payment, shall be made good between the 10th February and 10th April of each respective year; that this agreement shall be in force in like manner as the Rajah engages to deliver the pepper with those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the Company fifty-seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sums deficient.

In witness of the foregoing agreement Major General Abercromby and Guswa Pilla have subscribed to two copies thereof, which have been mutually exchanged, and have affixed their seals this 28th day of January 1793.

(Sd.) ROBERT ABERCROMBY.

No. XXVI.

Treaty between the Honourable East India Company and the Rajah of Travancore in 1795.

Proposed terms for a Treaty of future perpetual friendship, alliance, and subsidy between the Honourable East India Company and Rajah Ram Raje Bahadoor, the reigning Rajah of Travancore, concerted between the Honourable Jonathan Duncan, Esq., Governor of Bombay, on the part of the Honourable Sir John Shore, Bart., the Governor General in Council of Fort William, in Bengal, in virtue of the powers vested in him by the King and Parliament of Great Britain and by the East India Company to direct and control political affairs of all the Company's settlements in India, on the one part; and the said reigning Rajah of Travancore on the other: in consideration of the Rajah's application to the Bengal Government in the month of September 1793, to have a permanent Treaty concluded with the English East India Company and to settle and fix the terms of their old friendship and alliance and for the defence of his country against foreign enemies. The result is contained in the following Articles:—

Article 1.

Before the breaking out of the last war between the Honourable Company and Tippoo Sultan, the three talooks of Paroor, Alumgar, and Koonatnaar made part of the Rajah of Travancore's country; and having by the said Sultan been included in his cessions to the Honourable Company by the Treaty of peace of the 18th of March 1792, the said Company do, in view to their ancient friendship with and the plea of right preferred by the Rajah of Travancore, renounce every claim that they may have to the talooks in question, and all the said three talooks are accordingly left on the former footing as part of the said Rajah's country.

Article 2.

If any power or States, near or remote, by sea or land, shall, without

aggression on the part of the Rajah of Travancore, attempt or begin hostility and war upon the country of the said Rajah or of his successors; under such circumstances, the expulsion of, and the protection of the country against, such enemies rest with the Company's Government.

ARTICLE 3.

In consideration of the stipulation in the second Article, the Rajah of Travancore doth engage for himself and his successors to pay annually at Anjengo, both in peace and war, a sum equivalent to the expense of three of the Honourable Company's battalions of sepoys, together with a company of European artillery and two companies of lascars.

ARTICLE 4.

The Company stipulate that this force of infantry and artillery shall, if the Rajah desire it, always be stationed in his country, or on the frontiers near it, or in any other part within the Company's possessions where he shall prefer; and that they shall always be in readiness: and in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached; or otherwise, he is immediately on such requisition to procure instructions and the sanction of his said superiors for repelling such invasion; but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the urgency of the danger or attack from without shall not admit of deferring the necessary operations till the orders of the Government of such Presidency can be received, the commanding officer is, under such circumstances, to apply immediately and without objection the force under his command to the defence and protection of the Rajah and his successors; and should it so happen that the aforesaid force and the Rajah's own army be at any time found unequal to cope with and defend the country against the superior force of the enemy, the expense of such further troops as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost; nor shall their government anywise object to furnish such additional force, the expense of which shall in no respect be chargeable on the Rajah or his successors; nor shall the Company ever apply or demand any sum on that account, nor possess any plea or claim to make any further requisition for pecuniary aid from the Rajah or his successors, by reason of any warfare or hostility that may hereafter eventually occur.

ARTICLE 5.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks, it is there-

fore to be clearly and distinctly understood between the parties that the Rajahs, present and future, are not to commit any hostile aggression towards any other State whether Indian or European; and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honourable Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military capacity, nor allow to remain within his dominions as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the East India Company; nor under any circumstances of peace or war allow any European nation to obtain settlements (*i.e.*, territory or places under his own authority) within the same, nor enter into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India.

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut; and to be, during such service, at the Company's expense and under their orders.

ARTICLE 8.

That the pepper contract with the Company shall continue in perpetuity, liable however, after the expiration of the period of the existing contract, to such modifications as to price, period, or quantity, as may, from time to time, be agreed upon between the parties.

ARTICLE 9.

The Company engage not to impede in any wise the course of the rule or of administration of the Rajah of Travancore's government; nor at all to possess themselves or enter upon any part of what regards the management of the present Rajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddowa or Erawa, and to the Company's privileges in respect to trade throughout the

Rajah's dominions, remain in full force, according to the practice hitherto; and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation as a tributary to the Carnatic, concerning which the Rajah of Travancore doth in the sincerity of his heart, of his own accord, acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the soubah of Arcot, there shall never occur any difference or deviation.

ARTICLE 10.

All unsettled claims of a pecuniary nature which the contracting parties may have had upon each other, relative to warlike expenses, up to the period of the conclusion of the Treaty of peace with Tippoo Sultan, under date the 18th of March 1792, shall be cancelled and declared null and void.

ARTICLE 11.

The Company engage that none of the Rajahs of Malabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore or of his successors; and both the contracting parties engage not to give shelter to the rebels, whosoever they may be, of either of the two States within the country of Malabar; but on the contrary to seize on and mutually to deliver up such persons.

ARTICLE 12.

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Honourable Company, they shall obtain every requisite assistance and supply on paying for the same; and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country.

This proposed Treaty, consisting of twelve Articles, has been concerted in the neighbourhood of Anjengo, on the 17th of November 1795 of the Christian era, corresponding with the 5th of Cartikee 971 of the Malabar style; between the reigning Rajah of Travancore, and the Honourable Jonathan Duncan, Esq., Governor of Bombay; on this footing, that the said proposed Treaty shall by the latter be transmitted to the Honourable the Governor General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Rajah; from which time the preceding concerted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be annually paid in cash at Anjengo in three equal kists or instalments at the expiration of every four months.

(Sd.) JONATHAN DUNCAN.

TEMPORARY ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning RAJAH of TRAVANCORE, settled by the HONOURABLE JONATHAN DUNCAN, ESQ., GOVERNOR of BOMBAY, on the part of the HONOURABLE COMPANY, in consequence of instructions from the HONOURABLE SIR JOHN SHORE, BARONET, GOVERNOR-GENERAL in COUNCIL of FORT WILLIAM in BENGAL, in virtue of the powers vested in him by the KING and PARLIAMENT of GREAT BRITAIN and by the EAST INDIA COMPANY to direct and control the political affairs of all the COMPANY'S SETTLEMENTS in INDIA, on the one part, and by the said reigning RAJAH of TRAVANCORE on the other—1795.

ARTICLE 1.

Until the receipt, within two years, of the approbation and ratification from Great Britain of the proposed terms of Treaty of future perpetual friendship, alliance, and subsidy, as written this day the 17th November 1795, or 5th of Cartikee 971 Malabar style, and to be then of full force and observed on both sides, the following Articles shall constitute the rule of guidance.

ARTICLE 2.

The Rajah of Travancore shall, from the 17th of November 1795, or 5th of Cartikee Malabar style, pay to the Company, in the manner noticed in the 3rd Article of the proposed terms of a perpetual Treaty, a sum equivalent to the expense of one battalion of the Honourable Company's sepoys, which battalion shall be kept ready for his service whenever he stands in need thereof and shall call for the same to defend his country against external force; for which defence the Company engage, in the manner and under the conditions concerted under the 4th and 5th Articles of the proposed terms of a perpetual Treaty; under this further clause, that if during this interval the said Raja shall find occasion to call for more than one battalion to his assistance, he is in such case to pay to the Honourable Company a sum equal to the expense of two battalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE 3.

During the said interval, or until the arrival from Great Britain of the approval of the proposed terms of a perpetual Treaty, the Raja of Travancore is to be liable to furnish and maintain at his own expense, on the requisition of the Company's Government at Bombay or Madras, one complete battalion of his troops, to serve under the command of the British officer, in conjunc-

tion with the English forces, on either side, between Madura and Calicut, in garrison or in the field, for such period or periods within the said interval as the assistance of the said battalion may be required; and any troops required beyond this battalion the Raja is to the utmost of his ability to furnish, on the terms and to the extent of the 7th Article of the proposed terms of the perpetual Treaty.

This agreement, consisting of three Articles, is settled in the neighbourhood of Anjengo, on the 17th of November 1795, corresponding with the 5th of Cartikee 971 Malabar style, by the said reigning Raja of Travancore and Mr. Duncan, by whom a copy hereof shall be sent to the Honourable Sir John Shore, Baronet, Governor-General in Council, who, on approving thereof, is within two months from this date to signify his ratification of the same by a letter from the Governor-General to the Rajah Ram Raje Bahadoor; from the receipt of which letter this engagement is to become finally binding on the contracting parties, and to be in the meantime, or from this date, till the expiration of the two months allowed for the receipt of the answer from Bengal, literally observed on both sides. The amount of the subsidy under this temporary engagement shall without fail be annually paid in cash in three equal kists or instalments, at the expiration of every four months, at Anjengo.

(Sd.) JONATHAN DUNCAN.

Whereas, in the 7th Article of the above Treaty, the following words occur, "which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut," and these terms being deemed not sufficiently expressive of the intentions of the contracting parties; they hereby mutually agree that the words "and the boundary of the Cavae" be added immediately after the word "Calicut," and that accordingly the said Article stands as follows:—

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut and the boundary of the Cavae, and to be during such service at the Company's expense and under their orders.

The above Treaty having been transmitted to the Honourable Court of Directors for the affairs of the United Company of merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to

the several Articles of the said Treaty, including the amended Article subjoined to the original Articles, the said Treaty is hereby ratified by me and my signature, at Trevandrum in the country of Travancore, this twenty-first day of the month of July in the year one thousand seven hundred and ninety-seven of the Christian era, or the ninth day of the month Aru in the year nine hundred and twenty-two Malabar style.

Ratified by the Honourable the Court of Directors in 1797.

No. XXVII.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the MAHARAJAH RAM RAJAH BAHADOOR, RAJAH of TRAVANCORE—1805.

Whereas the Treaty, concluded in the year 1795 between the Honourable Company of Merchants of England trading to the East Indies and His late Highness the Rajah of Travancore, was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore; and whereas it is evident that the intentions of the contracting parties have not been duly fulfilled; and whereas the said Company and the Rajah of Travancore have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come: Therefore, in order to carry into effect the said intentions, the present Treaty is concluded by Lieutenant-Colonel Colin Macaulay, the Resident at Travancore, on the part and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council of all the British possessions in the East Indies, and by His Highness the Rajah of Travancore for himself, agreeably to the following Articles, which shall be binding on the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both; the Honourable Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

ARTICLE 2.

Whereas by the seventh Article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadoor and the English East India Company

Bahadoor, it was stipulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country," and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation; it is hereby concluded and agreed that the Ram Raja Bahadoor is for ever discharged from the aforesaid burdensome obligation.

ARTICLE 3.

In consideration of the stipulation and release contained in the first and second Articles, whereby the Company becomes liable to heavy and constant expense, while great relief is afforded to the finances of the Rajah, His Highness engages to pay annually to the said Company a sum equivalent to the expense of one regiment of native infantry in addition to the sum now payable for the force subsidised by the third Article of the subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January one thousand eight hundred and five; and His said Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's limits, shall be left entirely to the Company.

ARTICLE 4.

Should it become necessary for the Company to employ a larger force than that which is stipulated for in the preceding Article, to protect the territories of the said Maharajah against attack or invasion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense thereby occasioned such a sum as shall appear on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual net revenues of His Highness.

ARTICLE 5.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the preceding Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues or for the better ordering of any other branch and department of the government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness the Maharajah Ram Raja Bahadoor as shall appear to him, the

said Governor-General in Council, necessary to render the said funds efficient and available either in time of peace or war.

ARTICLE 6.

And it is hereby further agreed that, whenever the said Governor-General in Council shall signify to the said Maharajah Ram Raja Bahadoor that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Raja Bahadoor shall immediately issue orders to his amils or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fifth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of two lakhs of Rupees, together with one-fifth part of the net revenues of the whole of his territories, which sum of two lakhs of Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highness's use.

ARTICLE 7.

His Highness Maharajah Ram Rajah Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 8.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Govern-

ment all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government; it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

ARTICLE 9.

Such parts of the Treaty of Anno Domini one thousand seven hundred and ninety-five (1795) between the English East India Company and the late Rajah of Travancore as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly His Highness hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the twelfth day of January one thousand eight hundred and five, settled and concluded at the fortress of Teeroovanandapooram in Travancore by Lieutenant-Colonel Colin Macaulay, on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council, with the Maharajah Ram Rajah Bahadoor; he has delivered to the said Maharajah one copy of the same in English and Persian signed and sealed by him, and His Highness has delivered to the Lieutenent-Colonel aforesaid another copy also in Persian and English, bearing his seal and signature, and signed and sealed by Valoo Tomby, Dewan to the Maharajah: and the Lieutenant-Colonel aforesaid has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same under the seal and signature of His Excellency the Most Noble Marquis Wellesley, Governor-General in Council, on the receipt of which by the said Maharajah, the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Ram Rajah Bahadoor of Travancore, and the copy of it now delivered to the said Maharajah shall be returned.

(Sd.) C. MACAULAY.

Ratified by the Governor-General in Council on 2nd May 1805.

No. XXVIII.

SUNNUD to the MAHARAJAH of TRAVANCORE—1866.

In recognition of your Highness's excellent administration of the Travancore State, I have directed that your Highness shall be addressed by the title of Maharajah in all communications from the British Government.

(Sd.) JOHN LAWRENCE.

Dated Simla, the 6th August 1866.

No. XXIX.

ADOPTION SUNNUD granted to the RAJAH of TRAVANCORE—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor, according to the Hindoo law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

A similar Sunnud was granted to the Rajah of Cochin.

7.—COCHIN.

THE Rajas of Cochin belong to the pure Kshatriya caste, and claim to be descended from Cheraman Perumal, the last of the rulers over the territory stretching from Gokaru in North Kanara to Cape Comorin. (*See* Malabar, *infra*.)

In 1759 the Raja was attacked by the Raja of Calicut, who was expelled by the Raja of Travancore, and, as a reward for the service performed on that occasion, certain portions of territory were transferred from Cochin to Travancore. In 1776 the State of Cochin was conquered by Haidar Ali. It remained tributary and subordinate to Haidar, and subsequently to his son, Tipu Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysore over Cochin were transferred to the British Government. A Treaty (No. XXX.) had already been concluded with the Raja in 1791, by which he had agreed to become tributary to the British Government for his territories, which were then in the possession of Tipu, and to pay a subsidy of Rupees 1,00,000 annually. After the peace of 1792, the island of Chetuwa Manupuram was leased (No. XXXI.) to the Raja for ten years.

In 1809 an insurrection took place in Cochin against the British power. This was suppressed, and a fresh Treaty (No. XXXII) was concluded, by which the Raja agreed to pay, in addition to the previous subsidy of one lakh of rupees, an annual sum equal to the cost of one battalion of native infantry, or 1,76,037 Arcot Rupees, making an aggregate payment yearly, in six equal instalments, of Rupees 2,76,037. The disposal of the subsidy, and the distribution of the force maintained by it, whether stationed within or without the territories of the Raja of Cochin, were left unreservedly to the British Government. The other provisions of the treaty were similar to those of the treaty concluded with the Raja of Travancore in 1805 (No. XXVII.). The annual payment due from the Raja of Cochin to the British Government was subsequently reduced to Rupees 2,40,000, being one-half the amount of the Raja's estimated revenue of the time. At a later period it was fixed at two lakhs, which is its present amount.

The late Raja of Cochin, Ravi Varma, who succeeded to power on the death of his brother in 1853, received, in 1862, the right of adoption (Note to No. XXIX.) for himself and future rulers of Cochin. He died in 1864 and was succeeded by Rama Varma, then 28 years of age, who, in 1871, was created a Knight Commander of the Most Exalted Order of the Star of India.

Raja Rama Varma died in 1888, and was succeeded by his brother Vira Kerala Varma, who, whilst heir-apparent, had been created a Knight Commander of the Most Eminent Order of the Indian Empire. He is now 46 years of age. In the Cochin as in the Travancore State the line of succession is through females.

The Government of India have consented to the exercise of jurisdiction over European British subjects in Cochin by the Cochin Courts in certain cases. (*See* Travancore, *supra*.).

In 1865 certain fiscal restrictions in Cochin were removed. The arrangement differs from that made with Travancore only in respect to the inclusion in the guarantee of the average receipts from the import duty on foreign tobacco. The duties on the other articles specified were fixed with reference to the actual receipts of three previous years. In June 1871 Rupees 75,291-10-10 were paid as compensation to the Cochin Darbar. No formal agreement was concluded with the Cochin State.

In 1869 a slight adjustment of boundaries was effected between the Cochin Darbar and the Madras Government. The modification is explained in a Notification of the 6th October 1870 (No. XXXIII.).

The area of Cochin is 1,361 square miles; the population by the census of 1891 is 722,906; and the gross revenue about seventeen lakhs of rupees. The military force consisted in 1891 of 16 horsemen, 328 footmen, 19 gunners and 4 guns. The political charge of Cochin is held jointly with that of Travancore by the Resident in the latter State. The Raja receives a salute of seventeen guns.

No. XXX.

Treaty concluded with the Rajah of Cochin in 1791.

Parampadapoo Valea Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honourable United English East India Company, which the Honourable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honourable Company; Mr. George Powney, on behalf of the Honourable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine Articles.

Article 1.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve.

Article 2.

That the Honourable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

Article 3.

That upon the said possessions or districts which are underwritten being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandevalam the following dependencies:—

Mookanapooram and Irjanacoodel.	Maperanum.
Kodashery.	Pooducadoo.

In the district of Paravanttaney the following dependencies:—

Treshour.	Paragom and Parumanum.
Paravanttanny.	Yennamakel.

Chettalipillee.

The district of Tallapellie.	The district of *Parattoo Vedee*.
The district of Mooblurkarah.	The villages of Tekkamangalum.

The district of Kawoolapar.

In the district of Palyghatchery:—

Two hills called Temmalapooram.	Vadamalapooram.

Between these districts:—

Kodagara Nandco.	Naledesum.

In the district of Chetwan and Manapooram:—

Padanittaulum.	Kanrah.

Tireparate.

The village of Cranganore.	Trevangekadum Church.

Yada Turtie.

ARTICLE 4.

That upon Ramavarmah Rajah being in possession of the abovementioned districts he shall become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madras a yearly tribute, in the following manner: - for the first year he possesses the aforementioned districts, seventy thousand Rupees; the second year, eighty thousand Rupees: the third year, ninety thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the places and districts above mentioned within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honourable English East India Company's Government.

ARTICLE 6.

That in consideration of a Treaty which subsists between the Honourable Dutch East India Company and the Rajah Ramavarmah of Cochin, the Honourable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the above-mentioned parties, it is agreed that Rajah Ramavarmah shall become tributary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honourable Dutch Company have no concern.

ARTICLE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE 8.

The Honourable English East India Company relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that protection which the Honourable English East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by power

of the Honourable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty.

Mark of the Rajah | Seal.

Cochin, 6th January 1791.

We, the President and Council of Fort St. George, by virtue of the authority vested in us by the Governor-General in Council of Fort William in Bengal, do acknowledge the within copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin and declare it binding upon all the said Company's settlements in India, and have signed and sealed the same in Fort St. George, the 2nd February of the Christian era.

(Sd.) W. Meadows.
„ Charles Oakeley:
„ John Hudleston.

The Company's Seal.

No. XXXI.

Treaty with the Raja of Cochin for the lease of Chettewah Manapooram.

Whereas by a Treaty of peace concluded between the Honourable Company and Tippoo Sultan on the 16th March 1792, the latter ceded to the former in full sovereignty the province of Malabar; and whereas at the solicitation of the Rajah of Cochin a part of the province, *viz.*, the island Chettewah Manapooram, exclusive of the Cherical lands of Pudewatara, Alume, and Kanru, in which last is the Rajah's temple of Trevangecolum and of the Pagoda Teriparattu, the Honourable the Governor General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereunder specified, provided they shall be approved and confirmed by the said Governor General in Council: I, James Stevens, Esquire, supervisor of the province of Malabar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire, Governor in Council of Bombay, do hereby lease the said island to the above-mentioned Rajah of Cochin for the term aforesaid, on the following conditions:—

1st.—That the said Rajah shall pay annually during the terms aforesaid the sum of Rupees thirty thousand clear of all deductions of three instalments, *viz.*, the first of ten thousand Rupees on the 15th of Danoom, or December 28th; the second of the same sum on the 15th Makharom; and the remaining ten thousand at the end of Shingum.

2nd.—That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3rd.—That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rajah, which shall be exempted from duties provided that the Rajah shall certify that such goods on which he claims exemption are *bonâ fide* his property.

4th.—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegaars, such complaints, when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collection of the island of Chettewah will be resumed by the Company's officers.

No. XXXII.

Treaty of Perpetual Friendship and Subsidy between the Honourable the English East India Company Bahadoor and the Rajah of Cochin—1809.

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on specific conditions as a tributary of the Honourable Company, certain districts therein enumerated; and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States: Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant-Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilaro Barlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be binding upon the contracting parties as long as the sun and moon endure.

Article 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE 2.

In consideration of the stipulations in the preceding Article, the Rajah of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subsidy of one lakh (1,00,000) of Rupees, a sum equal to the expense of one battalion of native infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Arcot Rupees 2,76,037, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809; and it is agreed that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company.

ARTICLE 3.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor in Council of Fort Saint George shall have reason to apprehend such failure in the funds so destined, the said Governor in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of Cochin, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of the Rajah of Cochin as shall appear to him, the said Governor in Council, necessary to render the funds efficient and available either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth Article, the said Rajah shall immediately issue orders to the Karegars or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fourth Article, or for placing the territories required under the exclusive

authority and control of the English Company Bahadoor; and in case the said Rajah shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of the said Rajah's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenues, be less than the sum of thirty-five thousand Rupees, together with one-fifth part of the net revenues of the whole of his territories; which sum of thirty thousand Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for the use of the said Rajah.

ARTICLE 6.

The Rajah of Cochin engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company Bahadoor and their allies; and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by the said Rajah, without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

The Rajah of Cochin stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Government all Europeans, of whatever description, who shall be found within the territories of the said Rajah without regular passports from the English Government; it being the said Rajah's determined resolution not to suffer even for a day any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled or garrisoned, as well in time of peace as of war, by British troops and officers, the said Rajah hereby engages that the said English Company Bahadoor shall at all times be at liberty to dismantle or garrison, in whatever

manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded at the palace of Anjekanall, near Cochin, by Lieutenant-Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honourable Sir George Hilaro Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable English East India Company; and on the other part by the Rajah of Cochin, for himself and successors; the Lieutenant-Colonel aforesaid has delivered to the said Rajah one copy of the same in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant-Colonel aforesaid another copy, also in Tamul and English, bearing his seal and signature; and the aforesaid Lieutenant-Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same under the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

Mark of the Rajah [Seal.]

(Sd.) G. H. BARLOW.
" W. PETRIE.
" T. OAKES.
" J. CASAMAJOR.

By the Honourable the Governor in Council.

(Sd.) A. FALCONAR,
Chief Secretary to Government.

Ratified in Council on the 17th October 1809.

(Sd.) MINTO.
„ G. H. BARLOW.
„ T. OAKES.
„ J. CASAMAJOR.

By the Right Honourable the Governor-General in Council.

(Sd.) A. FALCONAR,
Chief Secretary to Government.

No. XXXIII.

REVENUE DEPARTMENT.

Fort St. George, 6th October 1870.

Whereas the Governments of Fort Saint George and Cochin having mutually to transfer one to the other the outlying portions to their respective territories noted in the margin, it is hereby notified that the deshom of Tekamangalum will henceforth be considered as an integral portion of the British possessions in India, and will form part of the amshom of Perur in the taluq of Walluvanad and district of Malabar, and that the deshoms of Parkallam and Kotai at present in the Ponany taluq of the Malabar district will be included in the territory of the Cochin Sircar. The Cochin Sircar have agreed not to raise the assessment on the cultivated lands in the last-mentioned deshoms without the special sanction of the Government of Madras. Waste lands will, however, be assessed as they are brought under cultivation, and lands in process of reclamation will be assessed according to the terms of the Cowle-deeds granted by the British Government.

1. Tekamangalum, belonging to Cochin Sircar.
2. Porkallam, } Belonging to
3. Kotai, } British Government.

The transfer will date from the 22nd September 1869.

By Order of His Excellency the Governor in Council.

(Sd.) R. A. DALYELL,
Acting Secretary to Government.

[*Note.*—From the *Fort St. George Gazette*, dated 11th October 1870, page 1309.]

8.—MALABAR COAST.

Of the three great ancient kingdoms of Southern India, namely, Chera, Chola, and Pandya, the first, Chera (a name which is still applied to the *nad* or district of Chera in Malabar), lay to the west, and included nearly the whole of the Malabar Coast. The rulers of Chera were locally styled Perumals (literally, great men), and it is highly probable that in the third century, B.C., the Malabar Coast had a well-organised form of government, for the Keralaputran (king of Kerala, a dialectic form of Chera, Cheram, Keram) is mentioned along with Chola and Pandya in one of king Asoka's rock-cut inscriptions at Girnar. The history of these Perumals has been lost: they are traditionally reported to have reigned for twelve years (the cycle of Jupiter), and to have held at the close of each cycle a great gathering of their feudatories at Tirunavayi in Malabar. At this gathering feudal relations appear to have been periodically revised.

The names of only three of the Perumals have been historically preserved, namely, Bhaskara Ravi Varma, who granted to the Cochin Jews their deed of settlement about A.D. 700; Vira Raghava Chakravartti, who granted to the Christians of Cochin their deed of settlement in A.D. 774; and Sthanu Ravi Gupta, who granted a further deed of settlement to the Christians about A.D. 824. This last-named Perumal was probably the last of the line, and identical with Cheraman Perumal (literally, great man of the Chera people) who embraced Muhammadanism and sailed for Arabia after abdicating his functions in favor of his great vassals, of whom the families of the Travancore Maharaja, the Zamorin, the Valluvanad Raja, and the Palghat Raja are represented to this day.

The withdrawal of Cheraman Perumal to Arabia is attributed to the growing influence of the Zamorin. The date of this event is probably 825 A.D., the 25th August of that year being the initial date of the Northern Kollam era of the West Coast. The country had probably been broken into petty States before Cheraman Perumal left India. The first Chief of Cochin was probably the Perumal's legal heir.

Malabar, as the British found it when the factories at Tellicherry (Talasseri) and Anjengo* (subordinate to the Presidency of Surat, and afterwards

* Anjutenguga (fine cocoa-nut trees).

[1687] of Bombay) were established, was ruled on feudal principles by four principal Chiefs. The Kolattiri family ruled in the north; the Kottayam family (with their connections, the Kurambranad family) in the eastern centre, including Wainad (Wynaad); the Kadattanad family, as feudatories of the Kolattiri, in the western centre; while the Zamorin was generally acknowledged as the suzerain lord of all the south, except, perhaps, the small territories of the Vallabha or Valluvanad, and of the Palghat Rajas. Subordinate to these were many chieftains with varying degrees of independence, ruling each his own portion of country termed a *nad*.

About the year 1664 the English began to trade in the Zamorin's dominions, and in 1708 they obtained a grant of the fort of Tellicherry in the north from the Kolattiri Raja, the limits of which they soon extended southwards by conquest from the Kurangott Nayar. In 1719 they received from this same Nayar the right of exclusive trade in pepper. A similar privilege was obtained in 1722 from the Kolattiri Raja, in 1725 from the Raja of Kadattanad, and in 1748 from the Raja of Kottayam. The territorial possessions of the English were extended in 1735-36 by the acquisition of the island of Darmapatam and the fort of Madakara, and in 1749 the whole island of Madakara was obtained, with power to administer justice therein.

So rapid was the progress of British influence that the English soon became entitled to exclusive advantages in purchasing the valuable products of the greater part of the Malabar country, and in 1760 they obtained from the Kolattiri Regent the privilege of collecting customs duties within his dominions in consideration of a fixed quit-rent of 21,000 silver Fanams, or Rupees 4,200 a year. They also obtained the mortgage of Randatara in payment of a loan which the feudal chieftains of that district (subordinate to the Kolattiri Regent) had contracted. The grant of Randatara by the Kolattiri Regent was confirmed by a subsequent agreement on the 23rd March 1765, by which time the debt had not been paid off, and again on the 16th May of the same year the rents to be collected from the district were fixed, and the chieftains promised to be and remain faithful to the English and to assist them when required with 500 Nayars.

Nos. XXXIV to XLIII form some of the principal Engagements contracted with the Malabar and Kanarese Chiefs before the invasion of their country by Haidar Ali from Mysore. It is unnecessary here to enter into any

detailed history of these engagements, and the many similar agreements that were made before Haidar Ali's conquest.*

The Zamorin claimed to be sovereign paramount over the smaller principalities in the southern districts of Malabar, and reduced most of them to subordination by force of arms. This spirit of conquest was one among other reasons which led to the invasion of his dominions by Haidar Ali, who in 1766 reduced the whole country from Chirakkal to Cochin. The Chiefs of Cochin, Kurangott, and Randatara, subordinate to the Dutch, French, and English Companies, respectively, were allowed to retain their possessions; but the others were driven out and the management of their States was entrusted to Madamra, in south Malabar, and to Ali Raja, the Mappilla Chief of Cannanore in the north.

During the war which broke out between the British Government and Haidar Ali in 1768, the Malabar Chiefs who had taken refuge in Travancore and the British territories, reinstated themselves and held possession till 1774, when the southern Rajas were again expelled. In the northern districts the Raja of Kadattanad submitted to Haidar, and the Kolattiri Regent was confirmed by Haidar in his possessions, and in Kottayam and Iruvalinad, on condition of paying tribute. In the treaty of peace† concluded with Tipu Sultan in 1784, the Rajas of Tanjore and Travancore were the only allies of the British whose protection was specifically guaranteed; and this left Tipu free to wreak his vengeance for past acts of hostility on the part of the Malabar Chiefs who had co-operated with the British against him at the siege of Tellicherry and elsewhere. In a few years Tipu again drove most of the Rajas and their families from the country by his attempt forcibly to convert them to the Muhammadan faith.

In the war of 1790 the Nayars and Mappillas were encouraged to throw off their dependence on Tipu Sultan by a promise of protection on condition of their becoming subjects and dependants of the British Government. Accordingly, on the 4th of May 1790, deeds were given to the Kolattiri Regent, to the Raja of Kadattanad and to the Regent of Kottayam, promising to include them as allies in any treaty which the British Government might make with Tipu. A similar deed was given to the heir-apparent of the Zamorin. After Tipu's troops were expelled from Kurangott, the Nayar of that district was allowed to resume possession of his country, but he soon after renewed his con-

* Mr. Logan's "Malabar" and his "Treaties, &c., relating to British affairs in Malabar" may be consulted for further details

† See Mysore, *infra*.

nection with the French in the settlement at Mahé and acknowledged his dependence on them. The Mappilla ruler of Cannanore sided with Tipu, but on the reduction of her fort she submitted to the British Government unconditionally. Before the end of the year 1790 Tipu's army was driven out of the whole of the Malabar country, the Rajas both in the north and south were restored, and their territories, with the exception of those of Nelisharam, Vetal Hegra, Kumli, and Bangar (in the South Kanara District), were included in the cessions made to the British Government under the treaty of 1792.

Commissioners were appointed in 1792 to enquire into the condition of the ceded districts, and to establish a suitable system of government and judicial administration. The Rajas did not at first acquiesce in the assumption of the sovereignty of the country by the British, but eventually agreements were concluded with them by which they engaged to submit to the control of the British Government, to pay tribute, and to grant the monopoly of the pepper trade. In December 1792 free trade was proclaimed in all articles except pepper, but the attempt to maintain the pepper monopoly proved a failure, and the restrictions on the trade in that article also were removed in the following year, the British Government limiting its claims to a payment in kind of a moiety of the tribute to which, as sovereigns of the country, they were entitled.

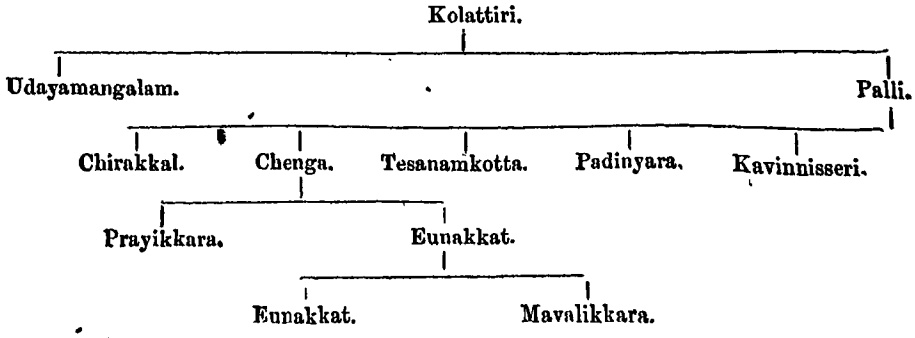
The first agreements which were made with the Rajas were temporary and generally concluded for one year only, until the resources of the country could be ascertained, and a fair tribute fixed in proportion to the revenues. Eventually the Rajas agreed to a joint collection of the revenues by their own officers and those of the British Government. Inland customs were abolished and taxes on exports and imports were levied by the British Government alone. Courts of justice were established, presided over by British officers, and in a short time the administration of the country was assimilated to that of the other British provinces. Thereafter engagements were from time to time made with the Chiefs; but they were merely revenue engagements, which it would be out of place to insert in the present collection. The earlier Engagements made with them before they had lost their political status have been included as Nos. XLIV to LXII.

The administration of the Malabar District was transferred from the Presidency of Bombay to that of Madras on the 1st July 1800. Finally, on the 15th November 1806, by which time the whole of the Malabar District except Cannanore had been taken under the direct revenue management

of the Company, an Engagement (No. LXIII) was entered into with the Zamorin, guaranteeing to him and his family a malikana allowance, calculated at the rate of 20 per cent. on the revenues of the year 1800-1801, of the territories of which he was in possession at the time of the Mysore invasion. Similar malikana allowances were granted to the other chieftains, but no formal engagements were made with them. The allowances were made liable to forfeiture on proof of disloyalty or misconduct. These malikana holders are not in any sense zamindars.

Mana Vikrama, the late Zamorin, or first Raja, of Calicut, received the personal title of "Maharaja Bahadur" in 1878 and was created a Knight Commander of the Order of the Indian Empire on the 25th May 1892. He died on the 6th August 1892. The malikana allowance to the family amounts to Rupees 1,34,000 in round numbers.

The rule of succession in Malabar families is peculiar.* A father stands in no recognised legal relationship to his own children, who inherit their mother's property and not their father's. A Malabar *taravad* or family corresponds pretty closely to the Roman *gens*, with this fundamental distinction, however, that the members of the *taravad* trace their descent from a common ancestress, instead of from a common ancestor. When the members of a *taravad* divide the common property among themselves, they become split up into separate *taravads*, but when, as in the case of the *taravads* of these Rajas and Chieftains, a large part of the common stock is set aside for the maintenance of the family dignity, a number of separate branches, called *tavalis*, are in the course of time formed, with no bond to keep them from disintegration into separate *taravads*, except their interest in the common stock so set apart. These branches in the ruling families are usually called after the *Kovilagams* (king's houses) in which their members dwell. Thus among the Kolattiris the family has in course of time split up into many *Kovilagams*, or branches :—



* *See* also Travancore.

This family sprang originally, there can be no doubt, from that of the Maharajas of Travancore, as the two families to this day observe the custom of death pollution, and adoptions have more than once taken place from the Kolattiri into the Travancore family. In all likelihood an adoption will in a few years again take place, as there appear to be no prospects of female heirs in the Travancore family. The Mavalikkara branch supplied the last adopted heirs to Travancore.

The nominal head of the Kolattiri family is the eldest female member (Achamma) of all these *Kovilagams*, or branches, and her rank is styled *Muppasthanam* (head dignity). She has however no share of the common stock set apart for the maintenance of her position. Subordinate to her the eldest five male members of all the branches succeeded by seniority to the following dignities:—

1. The Kolattiri.
2. The Tekkalankur (Southern Regent).
3. The Vadakkalankur (Northern Regent).
4. The Nalamkur (Fourth).
5. The Anjamkur (Fifth).

These titles are now practically in abeyance. There were many dissensions in the family at the time of the Raja of Bednur's irruption into Malabar (1732-39), and in consequence, in 1749, the Udayamangalam branch was cut off from succession to the larger portion of the family territory. Since that time the senior male member of the Palli branch, styled the Raja of Chirakkal, has been recognised as the head of the house.

In the Zamorin's family there are but three *Kovilagams*, or branches, *viz.*:—

1. Kilakka (Eastern).
2. Padinyara (Western).
3. Putiya (New).

In addition to these the eldest female of all the branches, whose title is Ambadi Rani and who is nominally the head of the whole house, has a share of the common stock set apart for her in

4. The Ambadi Kovilagam.

Subordinate to her the five eldest male members, who have also each a share of the common stock to which they succeed in strict order of seniority, are respectively styled—

1. The Samutiri (or Zamorin).

2. The Eralpad (full title—Ernad Ilaukur Nambiyattiri Tirumulpad).
3. The Munampad (full title—Ernad Munamkur Nambiyattiri Tirumulpad).
4. The Nalampad (full title—Itatturnad Nambiyattiri Tirumulpad).
5. The Anjampad (full title—Netiyiruppu Mutterati Tirumulpad).

It is unnecessary to give similar details regarding the other families mentioned above.

Even in the Mappilla families in North Malabar, which are Muhammadan, the succession went in the female line. Thus in the Cannanore family, which in addition to their estates on the mainland held possession of the southern Laccadive Islands, the chief male representative of the family was called Ali Raja, the prince of the deep or sea. One of these was succeeded by his niece, whose husband died during the siege of Cannanore in 1790. This lady was succeeded by her daughter and grand-daughter. The last died in October 1861, and the Madras Government, mistaking the rule of succession, which requires that every heir must be descended immediately from a female, and imagining that females only could succeed, recognised her distant female relative to the exclusion of her son. But on the appeal of the son, Ali Raja, and after further investigation of the case, his right to the succession was recognised. He died in 1870 and was succeeded by his nephew, the present Ali Raja.

This family of Cannanore, at first tributary to the Kolattiri, became independent about the middle of the last century. After Haidar Ali's conquest of Malabar in 1766 the representative of the family became his ally. Cannanore was taken by the British during the war with Tipu in 1784, an indemnity was exacted from the Bibi, and a tribute of one lakh of rupees was imposed upon her (No. LXIV). On the conclusion of peace with Tipu matters reverted to their former position, but when in 1790 war again broke out with Tipu, the Bibi instigated the Mappillas against the Nayars, the Company's allies. Cannanore was taken by storm, the possessions of the Bibi became the right of the British Government by conquest, and were included in the cessions made by Tipu. She was however allowed to retain her possessions on condition of paying a moiety of the produce of her country both on the mainland and in her five islands, amounting in all to Rupees 4,340, as well as Rupees 10,000 per annum as a similar share of the produce and commercial advantages accruing from the Laccadives.

Laccadive Islands.—In 1793 the Bibi of Cannanore executed an Agreement (No. LXV.), engaging to submit to the sequestration of the Laccadive Islands if it should be ordered by the British Government. Commissioners were sent to investigate the resources of the islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After a tedious negotiation a provisional Agreement (No. LXVI.) was in 1796 signed by the Bibi, subject to ratification by Government, by which she engaged to pay Rupees 15,000 per annum to the British Government, but the rights of Government to the islands under the agreement of 1793 were in no way altered or relinquished. Owing to the breaking out of the war with France and other considerations, negotiations for the surrender by the Bibi of her sovereignty of the islands, for the reform of their administration, and for the freedom of trade, were not completed, and for many years the Laccadive Islands remained unnoticed.

In 1848, however, petitions from the islanders complaining of the oppression of the Bibi, attracted attention, and a British officer was deputed to report on the subject. The Bibi's resources having been much crippled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration, but as she declined to do so, the offer of remission was recalled and her lands at Cannanore were attached for arrears of peshkash. In 1854 the Laccadives were sequestrated on a similar account and brought under British management. The island of Minicoy, which the Bibi claimed as her private property, offered open resistance to the authority of Government, and was not finally brought under control till 1858.

The islands were restored to the Bibi shortly before her death in 1861, with a distinct intimation that, in the event of any acts of oppression or extortion being proved against her or her agents, Government would sequestrate the islands in order to compel the introduction of good government. During the rule of her son and successor, Ali Raja, the same maladministration continued. Complaints on his part regarding the evasion by the islanders of the monopoly of coir were frequent, and countercharges were brought by them of oppression on the part of the Raja and his agents in collecting the dues. Enquiries conducted on the spot showed that the Raja's authority was completely in abeyance in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded

by Musa Ali Raja, the present head of the family, but no improvement took place in the relations between the Raja and the islanders. At length, as there was no hope of any reform in the administration, as the Raja declined to abolish the monopoly, and as the arrears of peshkash had again accumulated to a large sum, the islands were attached and their administration was assumed by the British Government in 1875.

In 1889 the Madras Government, being of opinion that there was still no hope of any permanent reform if the islands were restored to the Raja, proposed that they should be declared to be British possessions, and that a compensatory allowance should be assigned to the Raja. The Madras Government contended that legally the islands were already British territory, as in 1792 all the territories of the Cannanore Raja had become the possessions of the Company by conquest, and were included among the cessions made by Tipu. The Government of India eventually could not agree in the view that the islands were British territory. The peshkash being still in arrears, the islands continue to be administered by British officers.

Northern Laccadives.—The inhabitants of the four northern islands revolted in 1785 against the authority of the Cannanore family, and sought the protection of Tipu, who in 1787 allowed the Raja to annex in lieu of these islands a jagir out of the territory of the Raja of Chirakkal. This jagir was reoccupied by the Raja of Chirakkal in 1791: a claim to compensation for the loss of it was put forward by the Bibi of Cannanore in 1821 and conceded by the Court of Directors. A sum of Rupees 5,250, in the form of a remission of the peshkash, is annually paid to the head of the family on this account. The islands form part of the Kanara district.

No. XXXIV.

Treaty with the Prince of Cherical in 1756.

Article 1.

If the French or any other power should come against the English Company in any part of the dominions of the King of Colastria, which extend from Canharottu north to the river of Cotta south, the Prince of Cherical promises to assist them with all his people and arms and to use his influence to get succours likewise from the other powers.

Article 2.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherical promises to send fifteen hundred musketeers to the assistance of the English Company with such others after them as he can procure, as is stipulated in the above Article: and further, in case a large English force comes to Tellicherry and the Chief of Tellichery requests the Prince of Cherical to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

Article 3.

If the French or any other power comes against the Prince of Cherical, the English Company promise to assist him with armed people, balls, powder, and loans of money.

Article 4.

Whenever the forces of the English Company act in conjunction with those of the Princes, the heads of these last are to be under the directions of the officer who may be appointed from time to time by the Chief of Tellicherry to command the English forces.

Article 4.

All forces sent by the Prince of Cherical to the assistance of the English Company are to be paid by them in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of His Highness with the balls, powder, etc., are to be at his charge and expense.

Article 6.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherical accordingly promises to put no impediments in the way of it, but to

use his influence to enlarge it; as on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. XXXV.

The Royal Grant of King Baddacalamcur, Regent of Colastria, dated the 9th September 1760.

Article 1.

Of our free and good will we confirm to the English Company all their grants and privileges in our kingdom, given them by our ancestors; also the agreement entered into with our younger brother, to be and remain unalterable for ever.

Article 2.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch or any one else purchasing the pepper of Randahterra, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

Article 3.

All vessels, of what kindsoever, drove on shore by stress of weather or other accidents in the dominions of Colastria are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon but rather to be aiding, so as to prevent as much as possible any damage or loss accruing to the said vessels or her cargo, and to restore her to the Company for account of the lawful owners.

Article 4.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him and take such other as, on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless and be necessitated to constitute some other

Prince more distantly allied, their heir, we agree that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually in lieu thereof.

AN OBLIGATION given by the KING REGENT of COLASTRIA, the 9th of September 1760.

ARTICLE 1.

Whatever balances may be due to the Honourable Company from the Princes of the palace of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Randahterra) on Randahterra, with the interest thereon agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, his Majesty obliges himself to discharge out of the annual rents of Randahterra Poddateddattu Naudu, situated to the southward of Nelleaseroon, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect his Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy rents and fines to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

ARTICLE 3.

When the Company are paid the debts abovementioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE 4.

At the expiration of forty days, when the King comes hither and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, etc.,

then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE granted by the KING BADDACALAMCUR, REGENT of the KINGDOM of COLASTRIA, on the 22nd of November 1760, E.S., 9th of November 936, M.S.

Be it known to all that I, the King Baddacalamcur, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally from the Honourable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing over and above all former privileges, we give and grant to the said English Company our whole right of collecting customs in all and every place under their protection, throughout our dominions, from this day forward for ever; in lieu of which the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will and passed with our sign royal.

No. XXXVI.

AGREEMENT with the PRINCE of CHERICAL, 1765.

An AGREEMENT made with the actual PRINCE REGENT of CHERICAL on the 23rd of March 1765.

In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement

The CHIEF of TELLICHERRY'S Declaration to the PRINCE REGENT of CHERICAL on his assignment of RANDAHTERRA on the 23rd of March 1765, E.S.

In the year 940, ditto 13, M.S., I, Thomas Byfeld, Esq., Chief of Tellicherry, do, by these presents,

that I have consented the province of Randahterra shall be under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherical, and said Honourable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq., that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

declare, in behalf of the Honourable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahterra under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day.

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honourable Company, in the same manner as was formerly observed and allowed of.

(Sd.) THOMAS BYFELD.

No. XXXVII.

TRANSLATE of an OLA, signed by the first KING of COTIOTE and delivered to MR. THOMAS BYFELD, giving the SOLE PRIVILEGE of exporting PEPPER and CARDAMOMS out of his COUNTRY to the HONOURABLE COMPANY, promising them succours when required, etc., dated the 31st July 1748.

Having discoursed with Mr. Byfeld, who has been here concerning all transactions in general, I do agree that the English Company shall carry pepper and cardamoms out of my country as formerly, and that hereafter I will not permit any European nation so to do. If they are desirous to secure their merchandize in this place I will instantly, upon advice thereof, give them a remedy for it, and should I want assistance the said Company are to afford them, and I will reciprocally supply them with what succours they may stand in need of.

No. XXXVIII.

ARTICLES of AGREEMENT with the KING of COTIOTE, dated the 23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Company's districts, or the Chief for the time being shall have notice of such an intention and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musketeers, that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.*, three measures of rice, Company's measure, and four bejas per day to every common Nair; and four measures of rice, same measure, and eight bejas, to every Moopa.

ARTICLE 2.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King: though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.*, to those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola: and those who shall be wounded the Company will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make

him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side on Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article 2) to be given him on his beginning to levy his troops.

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardamoms, or sandal-wood therein: and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams on receiving an Ola from him requesting it.

ARTICLE 5.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, flints, and other warlike stores at the prices under-mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped with mortars, cannon, etc., he defraying the expense, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner as the Company when they employ them on such occasion; and to the killed and wounded the same as the Company are to give those belonging to him.

ARTICLE 6.

If the King should wage war against any enemy (except the Prince of Cherical) the Company agree to assist him with powder, shot, etc., at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE 7.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but

contrariwise to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz.—

Gunpowder	at 46 Rupees	per barrel.
Lead	„ 60	„	per candy.
Lead balls	„ 66	„	„
Iron	„ 75	„	„
Flints	„ 2	„	per hundred.
Goa paper	„ 7	„	per ream.

Explanation.

The reason of this being consented to was, on being convinced that his expenses are greater when he resides at any of those places than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

No. XXXIX.

Articles of Agreement made with the King of Cartinaad on the 30th December 1761.

Article 1.

The pepper, sandal-wood, and cardamoms produced in the kingdom of Cartinaad shall be contracted for by the English Company without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties on each candy of pepper, and on all the articles agreeable to the custom of the country.

Article 2.

If at any time it should happen that any vessel, whether large or small with the Honourable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartinaad, on the Chief for the time being writing to the King, he promises to deliver up the said vessel and her cargo, the

Company defraying any expense the King may be at in placing guards for the better safety thereof.

ARTICLE 3.

Any person or persons who may desert the Honourable Company's service whether with arms or without, if found in the kingdom of Cartinaad, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE 4.

Whoever of the King's subjects may in future become the English Company's contractors, as long as they shall continue punctual to their engagements, the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them or their heirs to satisfy what they may be indebted to the Company.

ARTICLE 5.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musketeers till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

No. XL.

AN AGREEMENT made by ALLY RAJAH of CANNANORE with THOMAS HODGES, ESQ., CHIEF of TELLICHERRY, making God witness for remaining in good union with the HONOURABLE ENGLISH EAST INDIA COMPANY, 1759.

ARTICLE 1.

If at any time the French or any country powers of Malabar shall design to come against the Honourable English Company, or said Honourable English

Company propose going against any of the abovementioned, I oblige myself by this writing to act entirely on the part of the Honourable English Company, and to assist them readily with three hundred (300) men armed with my firearms, at all times that the Chief of Tellicherry shall advise or ask me, and in no respect will I take part with them who may be the Honourable Company's enemies. The Company shall pay these people that I send as they do their own Calliquilones, and give to the family of any that may die in battle in like manner. Besides this assistance, if the Company shall have occasion of more of my musketeers, I will assemble as many as I can and supply the Company with them on the above-mentioned terms.

ARTICLE 2.

I have this day borrowed of the Chief of Tellicherry, Thomas Hodges, Esq., on the Honourable English Company's account, thirteen thousand (13,000) Bombay silver Rupees. For this money I oblige myself to deliver, weighed in Tellicherry, pepper to the amount of the said thirteen thousand (13,000) Rupees from the beginning of January to the end of March 1760 C. S. (935 M.S.) at the price that the Honourable Company shall contract for it with their own merchants in Tellicherry. And in case the above written is not fulfilled and the time limited exceeded, I hereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account: and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1759 C.S. (934 M.S.).

No. XLI.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERT GAMBIER and the GOVERNOR, CHARLES CROMMELIN.

Robert Gambier having applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Onore, therefore we have granted him, as Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, under the province of Chandore, for which purpose we have granted our liberty to amount thereon in all 21 large and small carriage guns. The English shall not pay any ground rent for whatever houses they or their servants build within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ARTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must show them all proper respect.

ARTICLE 3.

Whatever goods or merchandize the English or their broker shall bring into their factory at Onore, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent. customs tollidurries, etc., officer's fees included.

ARTICLE 4.

If the English or their servants import any goods at Campta they shall also pay only one and a half per cent. customs, except on sugar, dry dates, wet dates, kissmisses, cocoanuts, copra chalb, muugest, tobacco, opium, cotton, salt, brimstone, and toothenague on, which they shall pay customs as other merchants.

ARTICLE 5.

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they shall pay customs as other merchants, except on gold and silver, on which no customs shall be charged, in case their goods remain unsold and they choose to export them again they shall not pay any duties.

ARTICLE 6.

If they cannot sell their goods at the places allowed them, and they choose to carry them inland, they have full liberty to do so, and our killadars, etc., officers shall not on any account molest or impede them.

ARTICLE 7.

After they have paid the customs at the place allowed them, if they choose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutnees, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual country customs, and in case they choose to sell their goods in the way they must pay the usual customs of the place at which they sell, but on all goods carried directly from Onore to Bringah, they shall only pay customs of one and a half per cent. at Onore, and then no further customs till they come to Bringah.

ARTICLE 8.

If the merchants or people to whom the English sell their goods shall make any disputes or delays about paying them their money, our killadars, etc., officers must assist the English all in their power to recover their money, and the English may, if they please, carry the merchants, etc., who owe them money, and keep them prisoners in the factory till they have full satisfaction, and our killadars, etc., officers shall not impede or make any disputes with the English on this account.

ARTICLE 9.

Nobody must go into the English factory by force; if they do, and the English complain of them, our killadar, etc., must do speedy justice and punish them; and whatever slaves or servants run away from the English all the Rajah's officers and subjects must secure them and deliver them up again to the English, but they must not cut their heads off.

ARTICLE 10.

In like manner if any of the Rajah's people run away they must deliver them up if they go to the English; and in case any people shall steal anything from the English factory, the Rajah's officers and subjects must assist the English to secure the thieves and recover what is stolen. If the English import any goods as necessaries they shall pay no customs on them.

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

If any ships, grabs, or boats belonging to the English are shipwrecked in the Rajah's ports, or on his coasts, all the Rajah's subjects and officers must assist the English in saving all their goods and effects and deliver whatever is found to the English, but the English have nothing to do with any vessels belonging to any other merchants.

ARTICLE 13.

If any oxen with pepper, betelnut, or other goods come down from inland (or any part of our dominions) belonging to the English, the custom-man must settle the customs directly.

ARTICLE 14.

The English have free liberty to cut timber, stone, and wood to build their factory and repair their boats, etc., with; but in case they want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grabs of war belonging to the English, have free liberty to import and export without paying any anchorage duty.

ARTICLE 16.

The English have anchorage duty, killadars, etc., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringah shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always

come immediately when the Englishmen send for them; and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle all their customs there.

ARTICLE 18.

The English have free liberty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmaun granted them by the late Rajah Samsunker Naique.

No. XLII.

ARTICLES of the FIRMAUN granted by the BRINGAH RAJAH in 1758.

ARTICLE 1.

Whatever pepper or betelnut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites and those of my ministers in all two Pagodas twelve Fanams on every hir of betelnut; and in like manner, on every hir of pepper two Pagodas fifteen and a half Fanams, and I allow and give up to you two and a half Fanams, on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE 2.

Whatever pepper belongs to me, or is produced in my dominions as Rajah of Bringah, I secure unto you and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants between the months of November and March; but in case you do not buy it between those months, you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled them; but in the recovery of your private debts I have nothing to do.

ARTICLE 3.

If you choose to advance any money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances secure to you.

ARTICLE 4.

Whatever ground you want to build a bankshall on, and for your servants, sepoys, etc., I give to you withuot any ground rent or fees, and to

mount six small guns on it to secure the Honourable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE 5.

In case any dispute happens between your people and mine you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you and you shall do justice; and if any of my people choose to take your service you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE 6.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B.—An hir is equal to an Onore candy, or very few pounds less.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent. customs, and if you do not sell the goods you may export them again without any customs.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. XLIII.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760.

Sereipnar Nao Maha (Mibhoo of Soundah) Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaun is granted unto Robert Gambier, belonging to the Honourable English East India Company, at Onore according to the application made to us by Luximycant, who has desired to enter into an engagement with us about the pepper produced in our dominions: we, therefore, have granted you this writing, whereby we allow you full liberty to purchase all the pepper

produced in our country, of the Zuzendars or Prezaguls, except what is due unto us for our customs Habaday, and all other fees included, eleven Chanourer Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

(Sd.) RAJAH OF SOUNDAH.

N.B.—A Chanouree Pagoda is about three Rupees and two quarters and a Neese about twenty maunds and three quarters of Onore weight.

No. XLIV.

CHIEF of TELLICHERRY'S KOWL to the NORTHERN RAJAHS—1790.

In the name of the Honourable English East India Company and the Governor-General of Bengal, I, Robert Taylor, Chief, for transacting all affairs of the English nation at Tellicherry, do hereby assure Revyvarma, King of the House of Palleculom of the kingdom of Colastria, that provided you will enter heartily into the war against Tippoo Sultan, and act vigorously against him, the English East India Company will assist and protect you, and do every thing in their power to render you independent of Tippoo Sultan. And as you have agreed to enter into an alliance with the Honourable Company on the same basis of friendship that formerly subsisted between both parties, and as you have also agreed to grant receipts for such supplies as you may receive from the Honourable Company and to settle for the same hereafter, I do hereby further assure you that, in any future Treaty that may take place between the Company and Tippoo Sultan, you shall be included and considered as an ally of the Honourable Company. In witness whereof I have hereunto set my hand on the Honourable Company's seal, and you have affixed your hand and seal at Tellicherry this 4th day of May 1790.

(Sd.) ROBERT TAYLOR.

The same was granted to Porlatiry Codarvarma, Rajah of Cartinaad, under date of the foregoing month and year; and to Karlavarma, Rajah of Cotiote.

No. XLV.

Commissioner's Agreement with the Rajah of Cherical for one year, 1792.

1st.—That the Rajah shall remain with all the Rajahs and authority of Government, subject only to the control of the Company if he abuses this authority by oppressing the inhabitants.

2nd.—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3rd.—That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4th.—That as soon as possible it shall be settled what each subject is to pay to Government, in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry.

5th.—That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees.

6th.—That after making an estimate of the quantity of pepper which will fall to the Government's share, all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next; if it amount to more than the tribute, the Company shall pay the difference.

7th.—That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the aid of Government, having also some people of the Company with them to show that they have the Company's protection.

8th.—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Tellicherry.

It is understood that the present arrangement is not meant to be perpetual; it is meant as a trial how far the authority of the Rajah can subsist consistently with the good and security of the subjects, and is not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

(Sd.) W. G. Farmer.

4th May 1792. „ A. Dow.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792.

Also with the Rajah of Cotiote.

No XLVI.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER and WILLIAM PAGE, ESQUIRES, and MAJOR ALEXANDER DOW, COMMISSIONERS for settling the COUNTRIES ceded to the HONOURABLE ENGLISH EAST INDIA COMPANY, on the one part, and REVYVARMA, RAJAH of the country of CHERICAL on the other part, concluded at Cannanore this 12th day of the month of October 1792, and the 29th day of the Malabar month Canny, year 968.

ARTICLE 1.

Whereas amongst the countries ceded by Tippoo Sultan to the Honourable Company are the countries formerly belonging to the Rajahs of Cherical comprising, as per the account delivered by Tippoo Sultan, the following talooks, *viz.*, Cherical, Pattoom, Randahterra, Cawai, Murrage, of these countries the Honourable Company are now the rightful sovereigns in virtue of the cessions of Tippoo Sultan.

ARTICLE 2.

And whereas the Rajah Revyvarma having joined the forces of the Honourable Company at the time of making war with Tippoo and taken a kowl from the Chief of Tellicherry did act with the forces of the Honourable Company during the war: at the conclusion of the said war he was continued in charge of four of the said districts, *viz.*, Cherical, Pattoom, Cawai, Murrage, and met the Commissioners by appointment of General Abercromby at Cannanore and Tellicherry, at which latter place certain Articles were entered into with him, dated the 4th day of the month of May 1792.

ARTICLE 3.

By one of these Articles the tribute to be paid for the said countries held by him was to be settled in the English month of October 1792; the Commissioners therefore having made the said Rajah, it was settled that the pepper produced in the country should all be collected for the Honourable Company, and that for the produce of the said four districts in grain and in money revenues from the 1st of the Malabar month Canny year 968 to 30th of Chigan, the said Rajah Revyvarma should pay to the Honourable Company at Tellicherry the sum of Bombay Rupees fifty thousand or its equivalent in coins of the country or in pepper at the following periods; one-half, or twenty-five thousand rupees, on the first day of the Malabar month of Cubour answering to about the 10th February 1793; twenty-five thousand on the first of the month Eddawan, answering to about the 10th of May 1793.

ARTICLE 4.

The said sum of fifty thousand rupees being fixed in consequence of the Rajah's representation of the inability of the country to pay more from its ruined and uncultivated state, it is agreed that if on inspection of the country by persons appointed on the part of the Honourable Company it is found that more can be collected, it is to be for the benefit of the Honourable Company. The collections to be made this year are to be according to what was usual in the time of Tippoo, that is, fifty per cent. on the produce.

ARTICLE 5.

Whereas formerly it was the custom in the country of Cherical to take for the account of the Circar one-half of the pepper produced by the cultivators; in order to encourage people to plant more vines and to cultivate pepper, it is agreed that this custom be abolished, and that in the place of it the whole of the pepper be taken for the account of the Honourable Company at the rate of five rupees per maund, or one hundred rupees per Tellicherry candy of 640 pounds; this pepper the said Rajah agrees to collect for the Honourable Company and deliver it to them at such places as may hereafter be settled, subject to such regulations as may also hereafter be settled between the said Rajah and the Commissioners for ascertaining the quantity and the mode of collecting it without oppression by those employed by the Rajah.

ARTICLE 6.

Whereas formerly in the ancient government of the Malabar country the Nair Chiefs and many of the petty Nairs held their land without paying revenue or tribute to their Rajahs, but were only liable to follow them in war, Hyder Ally Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company. The ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute; the Company having their own troops do not want the military service of the Nairs, and therefore as far as they are able from produce of the lands and gardens, they are to pay according to the jumma of Tippoo or any jumma that may hereafter be settled.

ARTICLE 7.

In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done to prejudice the revenue of the Company; they have to defend the country and their revenue must pay their troops.

ARTICLE 8.

Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the

revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

ARTICLE 9.

Any minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time any of them misbehave they are to be dismissed.

ARTICLE 10.

Any disputes which may arise relative to the revenues between the Rajah and persons in the Cherical country shall be enquired into by the Chief of Tellicherry, and if on enquiry the demands of the Rajah are just, the aid of the Company's forces shall, if requisite, be given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded; the Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenues, and any deviation in this respect is a breach of the original agreement and will leave the Company at liberty to continue their protection or not as they may think proper. These agreements are for one year and subject to the approval or disapproval of the Honourable Major General Robert Abercromby, Governor of Bombay.

Signed the day and year above written and sealed with the seal of the Honourable Company.

Rajah's Seal.

(Sd.) WILLIAM G. FARMER.

„ WILLIAM PAGE.

Honourable Company's Seal.

Witnessed by

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

ST. LAFRENAIS.

A similar agreement as the above was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatiry Codarvarma, Rajah of Cartinaad, with only this difference—"He agreed to give 30,000 rupees for the talooks of Kooteepoor, Bergeirah, and Kavil, and the periods of his instalments were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

A similar agreement as the above was, on the 29th day of the month of October 1792, concluded at Tellicherry between the Commissioners and Karlavarma, Rajah of Cotiote, with this difference—"He agreed to give 20,000 rupees for the talooks Caderoor, Paichy, Cuttiady, and Tamoracherry, and the periods of his instalments were 10,000 rupees on the 10th February 1793, and the remaining 10,000 Bombay Rupees on the 10th day of the month of May 1793."

No. XLVII.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINISTRATION of his country.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Revyvarma, Rajah of Cherical, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, *1stly*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenues as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company; *2ndly*—That a more full and particular account shall be framed as soon as possible of the country, for which end the said Commissioners shall also have a right to appoint inspectors; *3rdly*—The said Rajah of Cherical does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor-General of India; and *4thly* and lastly, by the said agreement the Rajah does contract and bind himself in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commis-

sioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792,* in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government;

And for as much as the great number of inferior chowkies, for the collection of Soongham or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls, and customs places for the receipts of them should be from the date of that writing or ekrarnamah, *viz.*, July 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of July 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and on behalf of the Honourable English East India Company with the said Rajah to deliver over to the management of him, the said Rajah, and his

* *Vide* page 267.

Agents the district of Cherical in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions:—

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection, the abolition of Perrshantrum from the Mopilas being hereby confirmed, as well as the nuzzur, or offerings at the feast of Honnom and Barheir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted for the revision and approbation of the Honourable the Governor-General in Council after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks beforementioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum,

Rupees	1,05,000
For the year 971 at the same periods and equal proportion the sum of Rupees . .	1,10,000
For the year 972 ditto ditto . . .	1,15,000
For the year 973 ditto ditto . . .	1,20,000
For the year 974 ditto ditto . . .	1,20,000

As the date of this agreement is posterior to that fixed for the payment of the first kist, according to the rule observed in the other talookas, it is agreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

No. XLVIII.

Translation of the Agreement of the Rajah of Cartinaad (Codarvarma Rajah) 1793.

Whereas I entered last year into an agreement with Mr. Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the

revenue of the current year 968, containing among others the following Articles :—

"That a Resident or dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

"That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

"That as soon as possible it shall be settled what each subject is to pay to Government in order, that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Governor General, having come to the Malabar Coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable Court of Justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's Circular letter to all the Rajahs, under date the 30th of March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars, who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present, with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the Jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will

thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated be the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man of mine shall remain with the Company's custom-house officers to keep comparative or check accounts of the collections.

The above agreement was executed by the Rajah of Cartinaad on the 19th of June in Mr. Duncan's presence.

No. XLIX.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and VERAVARMA, RAJAH of the DISTRICT of CORIMNAAD, concluded at CALICUT this twenty-seventh day of May in the English year 1792, and in the 17th of Malabar month Erravam 967 year.

The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan is become the property of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamul Farmer, Esquire, and Major Alexander Dow, being deputed by the Honourable Major-General Abercromby to receive possessions of and to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present year, have agreed with the said Rajah Veravarma that the several districts comprised under the government of Corimnaad, in the Schedule delivered by Tippoo Sultan and mentioned below, shall be delivered into the charge and possession of the said Rajah, who is to act as manager on the part of the Company to collect the revenues due from the country, to administer justice, and preserve the peace and quiet of the country. The talooks included in the government of Corimnaad are as follows:—

Cusba Corimnaad	Kolebaat	Thykumpooram	Poraye
Payunad	Payumalla	Warrakumpooram	In all seven talooks.

3rd.—That it appears from accounts delivered by Shaminath Putterah, the karregar of the Zamorin, that the revenues of these seven talooks was this year rated at five lakhs twenty-seven thousand five hundred and ninety-nine Fanams, or Rupees one lakh thirty-one thousand eight hundred and ninety-

nine three quarters and six reas; although the whole was not collected the said Rajah Veravarma agrees however to pay for the said talooks into the hands of the Resident of Calicut the sum of one hundred and forty thousand Rupees for one year, reckoning from the 1st September 1792, which is the beginning of the revenue year, and ending the 31st August 1793, on three different payments as follows:—

On the 1st of January 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st May 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st August the sum of forty-six thousand six hundred and sixty-six rupees and two-thirds.

Which said sum of one lakh and forty thousand Rupees the said Rajah agrees to pay on the hopes of being continued in this country when the arrangements of it are permanently settled.

4th.—That any balances due from the said talooks for the revenues of the present year shall be recovered by the said Rajah on account of the Company and paid to them.

5th.—That the foregoing Articles are meant only to settle the payment for this year. Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to.

6th.—All the pepper produced in the said districts shall be delivered to the Honourable Company, the quantity to be settled by a survey to be made in the month of January next, and the price at the same time to be fixed.

Signed and sealed with the seal of the Honourable Company, the day and year above written.

(Sd.) William Gamul Farmer.
" Alexander Dow.
" John Agnew.
" A. W. Handley.

Seal.

Witness,

Seal.

Mark of Veravarma Rajah,
and seal.

Witness to the above signature,
John Agnew.
A. W. Handley.

No. L.

TRANSLATION of an EKRARNAMA from VERAVARMA, the RAJAH of CORIMNAAD—1793.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Corimnaad consisted of five talooks, *viz.*, Cusba Corimnaad, Kolicad, Pynaar, Pyoormulla, and Poorwye, and that all the said talooks being committed to me from the beginning of 969, I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whatever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, etc., I may pay the remainder into government according to the stated periods and receive my receipts."

"And further that whereas Mr. Farmer had, in pursuance of the Company's orders, placed Pyoormulla, Pynaar, and Poorwye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these places, providing however that if the Poorwye country shall in consequence of the order of government fall under another's obedience, then I may still be authorized to retain under mine those grounds and places in Poorwye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation."

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government General, having come to the Malabar Coast, have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th of March last.

And the gentlemen having, with the view of ascertaining the collections of the country, appointed in January last persons in that capacity under the name of serishtadars who have collected and delivered in certain accounts of the former and present value of the country, which serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that for the purpose of obtaining more full and satisfactory

information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade, and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom-house officers to keep comparative accounts of the said custom-house collections.

Dated the 24th of June 1793.

The Rajah of Corimnaad being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spot did indeed fully acknowledge and admit to the Commissioners when they were with him in that district), the said Veravarma has accordingly entered into a separate ekrarnama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Corimnaad; the introductory or first paragraph of this ekrarnama for Cotangary describing the said country to consist of the Cusba of Cotiote and of the Hobilees of Palchee, Kudroor, Cóotyary, and Tambercherry.

He has also entered into an exactly similar ekrarnama in sense and purport for the talook of Peripnaad, of which another of his brothers (equally subject and subordinate to his orders) is the present Rajah.

No. LI.

Agreement with the Rajah of Corimnaad regarding the administration of his Country.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Veravarma, Rajah of Corimnaad, with William Gamul Farmer,

Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is among other things stipulated, *1st*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be paid to the Company; *2nd*—That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors; and *3rd*—The Rajah does in the said agreement bind himself to agree to all such regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor-General of India; and *4th* and lastly, by the said agreement, the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue.

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered in view to the general good that all the said inland duties, tolls, and customs, and the places for the receipts of them should be from the date of that writing or ekrarnama, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea and land to, or imports from the countries beyond the Honourable Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only

be maintained and cultivated by the Company's government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs, and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Rajah, to deliver over to the management of him, the said Rajah and his agents, the districts Corimnaad and Kolicad, composing the talooka of Corimnaad aforesaid, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority) as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government for the term of five years, commencing on the first of Canny 970, or September 1794, on the following conditions :—

That the said Rajah of Corimnaad or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collections ; the abolition of purshartum from the Mopillas being hereby especially confirmed, as well as the nuzzur or offering at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended.

That for the year 970 and the succeeding years to 974 included the sum payable to the Honourable Company's government is to be for the talooka before mentioned without any deduction whatever at three instalments, *viz.*, the first on the 15th of Dannoo, the second on the 15th of Meddom, the third at the end of Cheengum, Raheties or Hunteray Hoons thirteen thousand and four (13,004).

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's government, *viz.*, ten Biray or new gold Fanams to be equal to three Rupees.

And whereas the sum of Raheties twelve hundred and twenty-three six Fanams and thirty Cash has been deducted from the jumma as an over assessment on the dhummery or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummery lands in general are, from their productiveness, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the same manner and in the same proportion as on the purrums or garden grounds, that is to say, four-fifths of the increased Negady realized therefrom.

An engagement similar to the above with Corimnaad was made with the Acheen of Palghat for Hoons 27,898-9-29. The only difference was in the last clause, which was as follows :—

And lastly, from a survey of the terre land in the aforesaid districts of Palghat, it has been found that ground to the amount of 1,500 Raheties or Tumulporram from being wholly overrun with jungle cannot now in all probability be cultivated. Should it hereafter on inspection be found capable of cultivation it is hereby further stipulated that the Company's share of Negady from the ground in question shall be allowed and added to the present revenue.

The following engagements were the same as that with Corimnaad, omitting the last clause altogether :—

Corimnaad in behalf of the Rajah of Peripnaad for	Hoons	5,744	0	7
Cowlparah for	„	6,395	1	1
Manoor, Congar and Yerterra for	„	4,276	0	21
Beypore for	„	4,350	1	25

No. LII.

Translation of the Ekrarnama or Engagement of Alla Coomby, Acheen of Palghat—1793.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a tehseeldar or collector, might be

appointed, to the end that in the presence of the said tehseeldar I might without any oppression or excess towards the ryots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses.

And whereas my said application hath met with the approbation of the gentlemen and Sir Robert Abercromby (the Governor of Bombay), and Messrs. Jonathan Duncan and Charles Boddam (Commissioners from the Government General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of Government within the Malabar countries in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly, and I have also before Mr. Lankheet, entered into an ekrarnama or engagement relative to matters and subjects of judicial cognizance and restraining me from exercising any jurisdiction on causes of a criminal nature, and binding myself to conform to and be observant and obedient to whatever the gentlemen shall, in judicial matters, direct; and the administration of justice in my country depends on the adawluts of Cherpoolcherry and Calicut and on the gentlemen's orders.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongees have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the

Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 21st of June 1793.

No. LIII.

TRANSLATION of a separate EKRARNAMA from the ACHEEN of PALGHAT, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calicut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate.

And whereas, in consideration of the local distance from Cherpoolcherry, an interior court subordinate to that of Cherpoolcherry is, for the settling of small causes, on the point of being established at Palghat, which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quarrels, brawls, and affrays.

I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that we ourselves shall also in all respects be obedient and conform to the same and submit to its justice; and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to justice.

I have therefore written this ekrarnama to the end that if I deviate therefrom I may become culpable in the sight of Government.

N.B.—A joint ekrarnama to the same purport and effect with the above hath been executed by the three Nairs of Congar, Manoor and Yerterra.

No. LIV.

TRANSLATION of the ENGAGEMENT of PUNINGAAT, the NAIR of MANOOR—1793.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's government relative to the revenue of the ensuing

Malabar year 969, the said gentlemen have in consequence issued the orders that are hereunder written, and I do thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders, and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country; and I have accordingly written this in the manner of a mochulka and cabooleut, the orders above referred to being as follows :—

That a tehseeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the Company's government, which is to provide for my expenses, and the gentlemen have agreed to this.

And Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have settled in conjunction with Mr. W. G. Farmer and Mr. W. Page and Major Dow (Commissioners from Bombay) a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last; I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And the Acheen of Palghat having with my knowledge and privity entered before Mr. Lankheet into an ekrarnama relative to the administration of justice and restraining him from inflicting any punishment, etc., I do promise that we shall also act in conformity to this, and the administration of justice of my country depends in the adawlut of Cherpoolcherry and of Calicut and on the orders of the gentlemen, and we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance; whoever may have occasion to complain shall, going to the Company's adawlut, attain to justice.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers, and in the maintenance of their official rights and their exercise of its functions as well in the superior as in and throughout all the inferior cutcheries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the coun-

try, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kongad).

The same agreement has been entered into by Kummur, Nair of Yerterra (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparra (Kavilappara).

No. LV.

Translation of the Ekrarnama of Raujevarma, the Rajah of Beypoor 1793.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a tehseeldar or native collector shall remain in my country, I do also agree to this, and that a tehseeldar of the Honourable Company be stationed in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into Government, which is to provide for my support.

And whereas Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have in conjunction with Mr. W. G. Farmer and Mr. William Page and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under

date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the land thereof be kept in prover manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and exercise of their functions as well in the superior as in and throughout all the inferior cutcheries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall become punishable by government and meet with the due return for such my conduct; and if in the mode of proceeding the tehseeldar or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowkies for the collection of soonghum or duties tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the account.

Dated the 2nd July 1793.

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA, the RAJAH of BEYPOOR, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, according to which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Calicut and on the gentlemen's orders, in respect to which my orders and authority are not to operate, I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that I myself shall also in all respects be obedient and conform to the same, and submit to its justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of Government.

Dated the 6th July 1793.

No. LVI.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and WALLABHAN, RAJAH of the DISTRICT of VELLATRE, concluded at Calicut, this 30th day of July in the English year 1792, and on the 18th of Malabar month of Carracadagom, year 967.

1st.—The whole of the country formerly subject to the cutcherry of Calicut, being ceded to the English Company by the Nawab Tippoo Sultan, is become the property of the said Company and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—William Gamul Farmer and Major Alexander Dow being deputed by the Honourable Major-General Robert Abercromby, Governor of Bombay, to settle the said countries so ceded, the said Raja Wallabhan came to them at Calicut and represented that the countries of Mellatoor, Augarypooram, Vanarcaddo, and Kapil had always appertained to the kingdom of Vellatre, and that in consideration of services rendered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company, paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the karigar of the Rajah of Vellatre, appear to be as follows—

Augarypooram	15,281	1	50
Mellatoor	12,287	1	0
Vanarcaddo	5,031	3	50
Kapil	2,694	0	0
Also the three districts of Congaad, Manoor and Yerterra, formerly belonging to Paliacacherry but ceded to the Rajah of Vellatre ...	8,472	0	0
Amount of Land Customs	2,000	0	0
Total Amount Rupees ...	45,766	2	0
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees	7,356	0	0
Thus there remains net Rupees ...	38,410	2	0

3rd.—This sum of net Rupees (38,410-2) thirty-eight thousand four hundred and ten and two quarters the said Rajah Wallabhan agrees to collect and pay to the Honourable Company, by the hands of such persons as they may appoint, at the following periods :—

The sum of Rupees (18,410-2) eighteen thousand four hundred and ten and two quarters on the 1st of the Malabar month Daun, year 968, answering to about the 1st of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Vidinom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410-2 being founded on accounts delivered as just, the Company shall have a right to appoint any persons they may please to inspect them; and if it is discovered that the collections of the country amount to more, the difference is to be paid to the Company.

5th.—Whereas formerly in the ancient government of the Rajahs, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid; and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute. The Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

6th.—In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or any thing done tending to prejudice the revenues of the Company; they have to defend the country, and these revenues must pay the troops.

7th.—Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

8th.—Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed.

9th.—There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections to be paid to the Company.

10th.—It being the desire of the Company to procure what pepper grows in the countries, they will appoint their own merchants to purchase it in the country; no other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled. This or any other mode which may be thought better, the Rajah Wallabhan is to assist in.

This agreement is only for one year, and subject to the approval or disapproval of the Honourable General Abercromby.

Signed, sealed, and delivered in Calicut the 30th July 1792.

(Sd.) W. G. FARMER. The Seal of the Honourable Company.

„ ALEXANDER DOW.

Witness—JOHN AGNEW.
„ JOHN DIAS.

No. LVII.

TRANSLATION of an AGREEMENT with the NAMBYARS of IRVERNAAD—1793.

We, Kekurat Nambyar, Kamburt Nambyar, Koumil Nambyar, Chunderwut Nambyar, Naringol Nambyar, and Palolee Nambyar (being the representatives of the six Nambyar families of Irvernaad), give in writing as follows:—

Whereas we have hitherto during the period since the Company's late acquisition of Malabar remained out of possession by reason of the apprehension entertained of the bad effects that might be produced from our mutual animosities, and lest also by our undefined and mingled rule of administration detriment might ensue to the country and to the other separate landholders within the district;

It hath therefore been settled before the Commissioners that we shall proceed to Mr. Galley at Tellicherry (that gentleman being vested with full authority to administer all the affairs of this division of the country), and concluding before that gentleman a settlement on the footing or in view to the general estimation of the present or existing one, we are all six of us respectively to enter into separate settlements and kistbundees (or instalments) for the revenue that shall thereby become due from our respective shares, and we are also in conformity thereto distinctly to make good to Government our respective payments.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts, their portions of the revenue shall be settled by Government, and they shall only have to pay through us the amount thus fixed for each of them; in the receipt of which if we shall commit any oppression on, or make any over-exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his own revenue directly to Government.

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festival of Oman and Vishoo, etc., have been forbidden; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other landholders any other of the said articles, and on proof thereof we shall pay a fine of twice the amount to Government.

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners; and the other half these latter shall remain at liberty to sell to whomsoever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryots and landowners being in like manner at free liberty to dispose of their own pepper produce wherever they like.

Lastly, we are to remain in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us shall, becoming guilty towards Government, be punished and be expelled from the land that is his inheritance.

Dated the 14th May 1793.

No. LVIII.

AGREEMENT of the NAMBYARS of INVERNAAD regarding the ADMINISTRATION of their COUNTRY—1798.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar, whereby the collection of inland duties, tolls, and customs on merchandize and the places for the receipts of them are for ever done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with

whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of their residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government.

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna, Cernamil Killoo, Caumpariet Chapen, and Chanderole Amboo, Nambyars, to deliver over to the management of them, the said Irvernaad Nambyars and their agents, the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years, commencing on the first day of Canny nine hundred and seventy Malabar, or A.D. 12th September one thousand seven hundred and ninety-four, on the following conditions:—

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues, shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendent before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooka before mentioned, without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo; the second on the fifteenth of Meddom; and the third at the end of Cheengam Rupees twenty thousand (20,000); for the year 971, at the same period. Rupees twenty-one thousand (21,000); for the year 972, Rupees twenty-two thousand (22,000); for the year 973, Rupees twenty-three thousand (23,000); and for the year 974, Rupees twenty-four thousand (24,000).

And as the date of this agreement is posterior to the term fixed for the payment of the first kist with the Rajahs of Malabar, it is hereby agreed

that the sum of Rupees twenty thousand due for this season shall be paid at two instalments, *viz.*, one half at the end of Mena, and one-half at the end of the month Cheengam.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar whereby the collection of inland duties, tolls, and customs on merchandize and places for the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Senior, Esquire, supervisor of the province of Malabar, did in the Malabar year 970, answering to the Christian era 1794-95, on behalf of the Honourable United English East India Company, in pursuance of and in conformity to the mode of agreement as above mentioned settled with the Rajahs of Malabar, stipulate and agree with Kehaguest Cannal Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo, Nambyars, to deliver over to them, the said Irvernaad Nambyars and their agents, the management of the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookumnamas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine hundred and seventy, A.D. 12th September one thousand seven hundred and ninety-four;

Now be it known that the said Nambyars Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo having preferred a request to Christopher Peile, Esquire, Northern Superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 973, desiring, for the reasons therein set forth, that the above mentioned ekrarnama or agreement be rescinded and from henceforth be considered as null and void; we John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, Commissioners, executing the office of supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the authority derived to us from the Honorable the President in Council at Bombay, do accordingly hereby rescind the said ekrarnama or agreement and declare the same to be henceforth null and of no effect.

And the said four Nambyars having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekrarnama shall be paid by the six Nambyars of Irvernaad, *viz.*, the four above named and Carriat Ama and Narangoly Nambyars separately for the years 973 and 974, each paying for that part of division of Irvernaad which belongs to his or her family; we, the said John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna Nambyar to deliver to the management of him or his agents that part of the district of Irvernaad over which his influence and that of his family formerly extended according to the annexed Schedule, as far as regards the detail collections of the revenue thereof.

And it is hereby further agreed and stipulated that the sum payable to the Honourable Company's Government by the said Kehaguest Canna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand six hundred and forty nine two quarters and forty reas (4,649-2-40) without any deduction whatever, at three instalments, *viz.*, the first on the fifteenth day of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengam; and for the year nine hundred and seventy-four the sum payable as above shall be Rupees four thousand eight hundred and fifty-one two quarters and seventy reas (4,851-2-70): and it is further agreed that this covenant shall be submitted to the revision and approbation of the Honourable the Governor in Council, by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned.

And as the date of this agreement is posterior to the term fixed for the payment of the first kist, it is hereby further agreed that the sum due on account of the first kist shall be paid to the northern superintendent by the 21st of Makarom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengam.

Given under our hands and seal in Calicut this 12th day of January one thousand seven hundred and ninety-eight, answering to the second Makarom nine hundred and seventy-three.

"
"
"

Given under my hand at Mondal this sixth day of Makarom nine hundred and seventy-three.

The mark of KEHAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January 1798.

(Sd.) CHRISTOPHER PEILE, N.S.
" CAETANO COELHO.
" INLIAO MART BASS.

The amount of jumma of Kehaguest Nambyar's division with the names of the Tanahs collected by him, viz.—

1. Paloor 2. Pootur 3. Canagot 4. Tupingatoor 5. Pillacatoor 6. Coloavallor 7. Ellamgott 8. Cooteny	for the year 973 M.S.	Rupees 4,649	2 40
Ditto from the above for 974 M.S.		Rupees 4,851	2 70

Similar agreements were made with the other Nambyars separately, *viz.*—

Cernamil Killoo for the year	973	M.S.	Rupees	2,324	3 20
	974	M.S.	„	2,425	3 35
Caumpuriet Chapen for the year	973	M.S.	„	4,649	2 40
	974	M.S.	„	4,851	2 70
Chanderole Amboo for the year	973	M.S.	„	2,324	3 20
	974	M.S.	„	2,425	3 35
Carriat Ama for the year	973	M.S.	„	5,914	2 30
	974	M.S.	„	6,171	2 90
Narangolly Nambyar for the year	973	M.S.	„	7,368	0 85
	974	M.S.	„	7,504	3 35

No. LIX.

KAULNAMAH from HIS EXCELLENCY MAJOR GENERAL MEADOWS, GOVERNOR and COMMANDER-IN-CHIEF, etc., etc., on the part of the HONOURABLE COMPANY, to KISHEN ZAMORIN, RAJAH of CALICUT, etc., etc., 1790.

Whereas the English forces have by the blessing of Providence possessed themselves of the fort and district of Palghat and certain adjacent countries of the Malialum, and design further to extend their possessions in that quarter; and whereas Kishen Zamorin, Rajah of Calicut, has on the present and former occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies: it has therefore been resolved that the said Zamorin shall be invested with the sole management of all the countries heretofore included in the province of Calicut which are or may be conquered by the British troops.

The said Zamorin is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy, either separately or in conjunction with the British forces as he may be instructed by the officer commanding in that quarter.

He is to exert himself in establishing magazines in such places as he may be required to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly accounted for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a kaulnamah and authority for administering the revenues during the present war. And at its su cessful conclusion by the favour of the Almighty the murassee or right of inheritance of the said Zamorin and of every Rajah, zemindar, and polygar shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the peshcush to be paid to the Honourable Company shall be equitably adjusted.

Given under my hand and seal at Coimbatoor the twenty-seventh day of September in the year of our Lord one thousand seven hundred and ninety.

(Sd) W. MEADOWS,
Governor and Commander-in-Chief.

No. LX.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQUIRE, and MAJOR ALEXANDER LOW, on the part of the ENGLISH EAST INDIA COMPANY, and MAAN VICRUM ZAMORIN, concluded at CALICUT this 18th day of August in the English year 1792, and on the 6th of the Malabar month of Cheengum, or Singum in the year 967.

1. Of the countries ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutnaad, Ernaad, and Chowghaat; the Zamorin has further represented that in the districts leased to the Rajah of Corimnaad there are two talooks which are particularly desired by him, as being family places, called Burrakumpooram and Kehakumpooram. On a representation to the Rajah of Corimnaad he willingly consents to surrender these two talooks. The countries of Columgoora (Colungoor), Cadavoura (Koorwye), and Manaree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceded to the Zamorin, have been held and collected by him since the expulsion of Tippoo. These countries, together with the sea and land customs, altogether estimated at Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1), as per an account hereafter entered, are to be delivered over to the Zamorin for one year from the 1st day of the Malabar month Canny, year 968, answering to about the

1st September 1792 English, with full powers to make the collections, administer justice, and all other rights ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Honourable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner:—

2. The sum of Rupees one lakh and fifty thousand (Rupees 1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English.

3. The sum of Rupees one lakh thirty-six thousand three hundred and sixty-six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793.

4. The sum of Rupees one lakh thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English: all these payments are to be truly and punctually made at the stated periods.

5. The foregoing amount of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) being founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one-half of the assessment levied by Arshed Beg Khan in the time of the Nawab Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to the Honourable Company. The value also of the sea customs is by computation; it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to be paid to the Company.

6. In the foregoing account is mentioned the revenues to be received from the Rajahs of Beypoor, Perperingod, and Belutnaad, which, at the request of the Zamorin, are to be received through him as a mark of respect and superiority; it is however understood that the collections of those countries are to be made by the Rajahs of them without any interference on the part of the Zamorin. The amount payable being stated, his officer will have an order to receive it when due from the different Rajahs.

7. The Zamorin has represented that in ancient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him, and therefore begged that he might still be permitted to exercise this sovereignty; as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to be made relative to the administration of justice.

8. That a more full and particular account shall be framed as soon as possible of the value of the several countries leased out to the Zamorin to be delivered to the Commissioners, who will have a right on their part to appoint any person they may please for the inspection of the said accounts.

9. Whereas formerly in the ancient government of the Zamorin, the Nair Chiefs and many of the petty Nairs held their lands without paying

revenue or tribute to the Zamorin or to their Rajahs, but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Zamorin, by giving back the lands free from tribute; the Company having their own troops, do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

10. In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo and Hyder brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done tending to prejudice the revenues of the Company. They have to defend the country, and their revenues must pay their troops.

11. Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Zamorin obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of their revenue.

12. Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives; and if at any time any of them misbehave, they are to be dismissed.

13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.

14. It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled; this or any other mode which may be thought better the Zamorin is to assist in.

15. The assessment for this year being rated at one-half of what it was by the account of Arshed Beg Khan on a representation from the Zamorin that to levy more would distress the inhabitants of the country, the Zamorin engages that his representation is justly founded. The Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenue, and any deviation in this respect is a breach of the original agreement, and will leave the Company at liberty to continue their protection or not, as they may think proper.

16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collot should be security to the Company for the performance of these agreements, and that to enable him to be answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue.

Signed the day and year above written and sealed with the seal of the Honourable Company.

This agreement for one year only, and subject to the approval or disapproval of General Abercromby.

(Sd.) ZAMORIN. (Sd.) W. G. FARMER.

Seal. Seal.

No. LXI.

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793.

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malabar style) was executed by the Samoory Rajah or Zamorin Maan Vicrum with William Gamul Farmer, Esq., and Major Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo. Sultan; in which agreement it is, among other things, stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the Zamorin does in the said agreement bind himself "to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of justice by the Commissioners then expected from Bengal on the part of the Government General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

Since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Government General, having come to the Malabar coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate

to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shamnath, the survadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg-Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the said serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, be payable from all and every part thereof; it is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the Samoory Rajah, in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man on my part shall remain with the Company's officers to keep an account of the custom-house receipts.

As to the mint, what concerns it hath been thus settled, *viz.*, that the control and giving directions and making all arrangements as to what sorts of coin shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seigniorage or duties payable by the

merchants and bankers on the coinage of their metals; all these points depend on and are entirely subject to the orders and well-seeming of the gentlemen of the Company, *i.e.*, of the gentleman who is or shall be stationed here at Calicut for the general conducting and management of all the affairs of Malabar, in this manner that my people shall also assist in the conducting of the process and details of the business of the mint, conjointly with those of the gentleman aforesaid; and that, after all charges deducted, whatever net profit shall accrue from the mint, shall be equally divided between me and the Honourable Company.

(Signature of the ZAMORIN.)

No. LXII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINISTRATION of his COUNTRY.

Whereas an agreement for the Malabar year 968, bearing date the 18th August 1792 or 6th of the month of Singum 967 Malabar style, was executed by the Samoory Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is, among other things stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company," *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, "the Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor-General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all

the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Maar Vicrum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the district subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shamnath, the sarvadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the said districts in the time of Tippoo Sultan; that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs and the places for the receipts of them, should be from the date of that writing, ekrarnamah, *viz*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin; and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished, as to their rates as might best suit the public interest with foreign nations; but a man on his (the said Zamorin's) part to remain with the Company's officers to keep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by and between the said Commissioners and the Zamorin Rajah Maar Vicrum, that the control and giving directions and making arrangements as to what sorts of coin should be therein struck, and at what touch or with what alloy in each kind, and likewise as to what should be seigniorage or duties payable by the merchants and bankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeming of the gentlemen of the Company's, *i.e.*, of the gentleman who is or shall be stationed at Calicut for the general conducting and management of all the affairs of Malabar, with the provision only that his, the Zamorin's, people should also assist in the conducting of the process and details of the business of the mint conjointly with those of the gentlemen aforesaid, and that after all charges deducted whatever net profit shall accrue from the mint should be equally divided between him, the said Zamorin Rajah, and the Honourable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government; and for as much as the period stipulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Samoory, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Samoory or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoory and his agents, the districts of Calicut, Cusba, Kultoomporam, Vadakaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government), for the term of five years, commencing on the 1st of Canny 970 Malabar, or September 1794, on the following conditions:—

That the said Rajah or his Minister or officers shall not collect any other taxes than those included under the head of Negady with the ten per cent. as customary for the charges of collection: the abolition of Pursbantum from the Mopillas being hereby confirmed as well as the nuzzur or offerings at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the superior or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks before mentioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Raheties or Runteray Hoons; 1,65,915-5-24 at ten Viray or new gold Fanams for each Hoon; for the year 971 at the same period and equal proportion the sum of Raheties 1,70,345 8 22

For the year 972 ditto . . . 1,74,776 1 21

Ditto 973 ditto . . . 1,79,206 4 19

Ditto 974 ditto . . . 1,79,206 4 19

And whereas it is probable that the present coinage of gold Fanams may be abolished and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's Government, *viz.*, ten Viray or new gold Fanams to be equal to three Rupees.

And lastly, as certain grounds in some of the talookas, as specified in the papers containing the grounds on which the agreement has been formed, from the circumstances of having become entirely jungle or being overflown, cannot this season be liable to any degree of tax, they are hereafter annually to be subject to survey, and such portion of revenue as may be produced from them is to be accounted for in the same manner as the purrums or garden grounds, that is four-fifths to the Company.

COPY of a CIRCULAR LETTER written by GENERAL ABERCROMBY, as GOVERNOR of BOMBAY, to all the RAJAHS and PRINCIPAL LANDHOLDERS within the PROVINCE of MALABAR.

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Honourable Company's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate protection of the Company's government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maintain towards the honor and comfort of the Native Chiefs of each country and district.

For the purposes aforesaid the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their respective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable to Government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to be styled *the province of Malabar*, the seat of whose ordinary residence is to be at Calicut, to the end that, in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them, recourse may in all cases be readily had to their superior at Calicut, who will not interfere in the ordinary details of justice or revenue,

but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves aggrieved by the acts of the superintendents or their officers who will all remain accountable to this chief officer at Calicut; and you cannot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Calicut in the centre of the whole provinces of Malabar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province; to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Government of Bombay in any case where you may remain dissatisfied with the acts or decisions of the superintendents and of the chief magistrate; but in cases of complaint against either of the two former only, appeals are not to lie to Bombay in the first instance; the rule being that application must be made to the chief magistrate of the province of Calicut; after whose decision, whoever shall remain still dissatisfied may, without giving offence to any person, carry a further and ultimate appeal to me at Bombay in the manner that will be more fully detailed in the regulations which the remaining Commissioners will form and have translated into the Malabar language and disseminated throughout the province for your and the public information. And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable and adequate) to conclude with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the degrees of subordination aforesaid.

As Mr. Farmer has from the first acted as senior member of the Commission, and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajahs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Calicut, aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission; of which, that he may attend to the important duties now consigned to him, he will no longer continue a member, and after its dissolution the primary and general authority, as above described, will vest in him, as well in regard to all matters of a civil nature as with respect to the disposal of the military force stationed in the province, but while the Commission lasts he will act in all things with their advice and concurrence.

(Sd.) Robert Abercromby.

No. LXIII.

KARARNAMAH or AGREEMENT entered into between the HONOURABLE COMPANY'S GOVERNMENT and KORIKORTE MAUNA WICRAMA SAMOORY RAJAH of the NEDYERUPPA SURUWUM, for himself and his family, defining the conditions on which the MALIKHANA they have heretofore enjoyed is confirmed to them in perpetuity—1806.

Whereas kararnamahs or agreements were signed and executed between James Stevens, Esq., Supervisor of the Province of Malabar under the authority vested in him by the Honourable the Governor in Council of Bombay on the one part, and by certain Malabar Rajahs and Chieftains on the other part. Wherein it was among other stipulations agreed, that for the term of five years commencing on the 1st of Kanny 970 M. S. one-fifth share of the net collections of certain districts should be on certain conditions paid annually for the said period of five years to Korikorte Mauna Wicrama Samoory Rajah, out of the revenues accruing to the Company's Government.

And whereas the said term of five years so stipulated is now and has been long since expired and the conditions of the said kararnamahs or agreements consequently void and of no effect and no permanent settlement of the revenues of Malabar having since been carried into practice, the Malikhana to the several Rajahs has been continued by the free bounty of the Company's Government on the basis of the aforesaid kararnamahs or agreements. And whereas the jurisdiction of the province of Malabar having been transferred to the Government of Fort St. George, the Principal Collector has received the orders of the Right Hon'ble the Governor in Council to fix one general assessment of land revenue throughout the province of Malabar on certain principles. And whereas the proposed assessment may in its operation reduce the amount of jumma upon certain districts in particular, or upon the whole province in general. Whereby the usual Malikhana of five per cent. on the jumma may be diminished in certain cases to the prejudice of the comforts of the Rajahs and their families, contrary to the benevolent intentions of the Company's Government towards the Rajahs of Malabar.

And for as much as some of the younger branches of certain Kovilgums have at several times forgotten their duties of allegiance to the Company's Government, and have in some instances fomented and excited disturbances in the country and some are at this moment in actual hostility and rebellion against the Government, and it is expedient to use every precaution to avert such evils in all time to come. But whereas the Company's Government are in its justice disposed to pardon the former errors of the few (the crimes of open hostility and rebellion excepted), in consideration of the allegiance and commendable demeanour of the majority of the members of the different Kovilgums in Malabar.

Wherefore the Right Hon'ble the Governor in Council of Fort St. George has deemed it expedient to authorize and direct the Principal Collector in Malabar to frame and conclude new stipulations and agreements of one general form and tenor of the most solemn and binding nature to comprehend and provide for all and singular of the premises.

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Council of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree in the name of the Honourable United East India Company with Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself and his heirs for ever in manner and form following :—

ARTICLE 1.

Clause 1st.—From and after the 1st day of Kanny 982 M.S. or 15th September 1806, the Malikhana or allowance to the several Rajeums, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent. upon the gross jumma of the land revenue of the year 976 (after deducting 10 per cent. for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 30th of Koombhum 978 (M.S.). And in order to obviate all future doubts as to the true meaning and extent of this clause, the names of the districts, total amount of nett jumma and malikhana thereon payable to Korikorte Mauna Wicrama Rajah and the Nedyeruppa Suruwum are hereunder specified :—

Calicut, Pynaad-Ernaad, Kekapuram, Naduganaad-Shernaad, Wadakapuram, Chowghaut, Naduvootum.

	Viray Hoons.	Fus.	Cash.
Total nett jumma after deducting 10 per cent. . .	233,785	6	36½
Amount of malikhana, being 20 per cent. on nett jumma is .	46,257	1	15
Making at 12¼ Viray Fanams per Star Pagoda, Star Pagodas	37,760	39	0
or Rupees .	1,32,163	4	0

Clause 2nd.—All existing agreements made under the sanction of the different Administrations of the province of Malabar relative to the distribution of the one-fifth share or malikhana among the Rajahs, members, and others of the several Rajeums are hereby recognized and confirmed; and the several shares shall be recoverable by process in the Civil Courts of Judicature existing or which may be established in the province of Malabar.

Clause 3rd.—In like manner it shall be competent to the several Rajahs, under sanction, of the Company's Civil officers having due authority to form separate stipulations with the members and families of the Rajeums, for the division of the shares, which shall, in this case, be recoverable in the courts of law as specified in clause the second of this article.

ARTICLE 2.

The amount of the Malikhana as fixed by this instrument shall be payable in quarterly equal instalments at the Cutcherry of the Principal Collector, or of the Collector of the Zillah as the case may be.

ARTICLE 3.

To ensure a due degree of subordination among the junior members of the different Kovilgums and of the latter upon the principal one, the instalments of Malikhana shall be payable only to the receipt of the senior member of each Rajeum, unless it shall be otherwise determined by competent authority of the Company's civil officers.

ARTICLE 4.

The Malikhana as hereby fixed shall be considered as the security for the good and dutiful behaviour towards the Company's Government of each and every member of the Rajeum or family to which it may now and hereafter be payable.

Clause 1st—That is to say, if any senior Rajah having the sole management of the Malikhana of his family shall at any time receive a summons from any Collector or Judge or other competent authority requiring the personal appearance of any subordinate member of his family to answer to any matter or thing which may be cognizable by the Criminal Courts in Malabar, which matter or thing is to be distinctly specified in the summons, and if within a certain period, which shall be also specified in the summons, the said senior Rajah shall not have delivered up the person of the said member of his family or have given satisfactory proof of his inability to produce the said person, then the whole of the Malikhana, which would be payable to that Rajeum in all its branches, shall be forfeited to Government for ever.

Provided that any junior member or family of each Rajeum may, upon establishing to the satisfaction of the local authority of Government his individual innocence of all concern in the matters charged against his relative and his inability to co-operate successfully in securing his person, make application through such local authority to Government for the special indulgence of a continuance of his or her share.

Clause 2nd—In like manner when the shares have been regularly distributed among the different Rajahstaanums and Kovilgums by due authority as specified in clauses second and third of Article 1, then such summons as aforesaid shall issue to the senior Rajah of the particular Kovilgum of which the person of any member may be required, in this case the share allotted to such Kovilgum,and whatever else the members thereof may otherwise independently receive of the Malikhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clause 3rd—But in the event of the summons requiring the person of the senior or managing Rajah of any Kovilgum, then it shall be directed to the senior member of the Suruwum or Rajeum, and the whole Malikhana thereof shall be the security as in clause first of this article.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrischigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. MEEK,
Civil Surgeon, Malabar.

(Sd.) THOS. WARDEN,
Principal Collector in Malabar.

„ WILLIAM ATKINS,
Lieutenant-Colonel.

„ IGNACIO DELOYALA E GA.

Signature of Zamorin.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nedirippa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodea Kulote Rajah.

No. LXIV.

The following TREATY of ALLIANCE and FRIENDSHIP is entered into and agreed upon by BRIGADIER-GENERAL MACLEOD, COMMANDER-IN-CHIEF of HIS BRITANNIC MAJESTY and the HONOURABLE ENGLISH EAST INDIA COMPANY'S FORCES, on behalf of the said HONOURABLE COMPANY on the one part, and the BEBEE or QUEEN of CANNANORE and ALLIA RAJAH, her husband, on the other part, 1784.

1st.—There shall be firm peace and friendship between the aforesaid parties.

2nd.—The Queen shall possess all the country of which she stood possessed before the English army marched into her country.

3rd.—The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelve month, one lakh and one-half lakh of Bombay Rupees as an indemnification for the expense of the war, and she will also pay an annual tribute of one lakh of Rupees to the said Presidency.

4th.—The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums.

5th.—All the forts are to remain in possession and at the disposal of the English.

6th.—The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price.

Given and exchanged under our hands and seals at Cannanore this 8th day of January 1784, in the presence of us.

THOS. LIGHTON.	(Sd.)	NORMAN MACLEOD, *Brigadier-General.*	Seal.
ABDULLA.	„	BEBEE.	Seal.
MOOSSA.	„	ALLIA.	Seal.

This Treaty was disavowed by the Bombay Government on 12th January 1784, but was afterwards confirmed on 2nd February as a temporary measure during the armistice with Tippoo or until peace should be concluded.

No. LXV.

AGREEMENT with the BEBEE of CANNANORE—1793.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc., do acknowledge and give in writing that I will pay to the Government of the Honourable East India Company the moiety of whatever is the produce of my country according to the funds thereof, and out of the Rupees 20,000 annual profit, which I reap from my trade with the Laccadives, I am also to pay the half to Government, besides which I do stipulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the offices of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof, I do therefore engage to submit also to this if it shall be ordered by the Governor-General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Dated the 11th of April 1793.

Translation of an Agreement entered into by the Bebee of Cannanore.

I, Bulia, the owner or lady of Cannanore and of the Laccadive Islands, do give in writing as follows:—

Whereas the sum of Rupees 28,680-12-3 is in arrear on account of the revenue due by me for the Malabar years 966 and 967, I do therefore covenant and give in writing that I will, without plea or excuse, pay the same in the following instalments:—

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1790, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments; the one on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion: wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 Hegira, agreeing with the 11th of April 1793.

No. LXVI.

Agreement with the Bebee of Cannanore, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

I, Bebee Bulia, lady of Cannanore, do agree and give this writing to witness that I will pay to the Government of the Honourable English East India Company fifteen thousand Rupees per annum, being the jumma on the houses, purums, etc., situated at and near Cannanore, on my trade to the Laccadive Island, on my jelm property on the said island. I do further agree to pay the said amount of fifteen thousand Rupees at three different kists, the

first, or five thousand Rupees, on the 15th Danoo; the second, or five thousand Rupees, on the 15th Meddom; the third, or five thousand Rupees, at the end of Cheengum. The article of agreement is not to do away, nor is it meant to do away, in any shape, the rights which the Government have to the Laccadive Islands as is set forth in my mochulka dated the 9th April 1793, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandize whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the coir imported from the Laccadives.

3. I give up my pretensions to the one-fifth share of the collection which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance.

4. I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.

5. And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives.

Cannanore, 28th October 1796, or M.S. 15th Toolam 972.

(Sd.) Bebee Bulia.

Witnesses.

(Sd.) Ballajee Row, Dewan.

„ Ramrow Peskar.

„ Govind Wesdanathjee.

9.—FRENCH SETTLEMENTS—SALT AND OPIUM.

On the 7th March 1815 a Treaty (No. LXVII.) was signed between Great Britain and France for regulating the supply of salt, opium, and saltpetre to the French establishments in India. By the terms of the treaty the right to purchase the salt manufactured in the French settlements in India was framed to the British Government, a certain quantity being reserved by the French authorities for domestic purposes. British trade, however, was seriously affected by this arrangement, and in order to prevent the contraband traffic which had sprung up, a Convention (No. LXVIII) was concluded on the 13th May 1818 between the Administrators of the French settlements in India and the Government of Fort St. George. This provided that the manufacture of salt in the French possessions throughout India should cease, and 4,000 Star Pagodas should be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such quantities of salt as would suffice for the domestic use of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt at approximately the same price as obtained in the adjoining British districts. In 1839 this convention was modified as regards the supply of salt to the French settlement of Chandarnagar. (See Bengal—Vol. I).

In 1884 a Convention (No. LXIX) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the treaty of the 7th March 1815, were converted into an annual payment of Rs. 3,000. In 1889 this Convention was renewed (No. LXX) for another term of five years.

10.—DUTCH SETTLEMENTS.

By the treaty of the 17th March 1824 (see Volume I) between the Dutch and the British Governments, the former ceded their factories and establishments in India to the latter. In pursuance of article 8 of the treaty, Commissioners representing the two powers were appointed to hand over and to receive the various factories. Those on the Coromandel Coast were delivered in August 1825, and a Deed (No. LXXI) to that effect was executed.

No. LXVII.

CONVENTION between GREAT BRITAIN and FRANCE. Signed at LONDON, the 7th of March, 1815.

In the NAME of the MOST HOLY and UNDIVIDED TRINITY.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, *viz.*, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc., etc., etc., And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols, Count de la Châtre, His Ambassador extraordinary and plenipotentiary at the Court of London, etc., etc., etc., who, after having communicated to each other their respective Full Powers, found in good and due form, have agreed upon the following Articles:—

1. His Most Christian Majesty engages to let at farm to the British

CONVENTION entre la GRANDE BRETAGNE et la FRANCE. Signée à LONDRES, le 7 Mars, 1815.

Au Nom de la Très-Sainte et Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujetti dans l'étendue des Possessions Britanniques dans l'Inde à certains réglemens et restrictions, qui s'il n'était pris des mesures convenables, pourraient donner lieu à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très Chrétienne; Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de discussion entre leurs sujets respectifs dans cette partie du monde. A cet effet, elles ont nommé pour leurs plénipotentiaires respectifs, savoir: Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, le Sieur Robert, Comte de Buckinghamshire, Pair du Royaume Uni, Président du Bureau de Ses Commissaires pour les affaires de l'Inde, etc., etc., etc., et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Déols, Comte de la Châtre, Son Ambassadeur extraordinaire et plénipotentiaire à la Cour de Londres, etc., etc., etc., lesquels, après s'être communiqué leurs Pleins-pouvoirs respectifs, trouvés en bonne et due forme, sont convenus des Articles suivans:

1. Sa Majesté Très-Chrétienne s'engage à affermer au Gouvernement

Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts, commencing with the three years preceding the date of the present Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British

Anglais dans l'Inde, le privilége exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orixa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usage domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orixa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde; et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont précédé la date de la présente Convention.

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet

Government for the salt manufactured in the districts nearest to the said settlement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4. With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October, 1814.

6. With regard to the trade in opium, it is agreed, between the high Contracting Parties, that at each of the periodical sales of that article, there shall be reserved for the French Government, and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that

article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orixa, et à Chandernagor dans le Bengale, le sel au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales, soit à Calcutta, soit à Madras, dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences.

Il est convenu que la rente ci-dessus stipulée sera due à partir du 1er Octobre, 1814.

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes périodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils

such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor-General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the High Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war

demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entreroit néanmoins en déduction des trois cents caisses qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporte cet article jusqu'à la concurrence de dix-huit mille maunds.

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12. du Traité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent Lui être restitués en vertu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côte Sa Majesté Britannique afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise),

those persons who belong to the civil establishments of *His Most Christian Majesty in India*, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

à ne point *considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde*, non plus que les officiers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très-Chrétienne dans l'Inde, la permission d'y continuer leur résidence et leur commerce aussi longtems qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose.

Mais dans le cas où leur conduite les rendroit suspects, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs propriétés, soit en France, soit dans tel autre pays qu'ils choisiraient.

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

Il est bien entendu en même tems que cette faveur ne sera pas étendu à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique.

9. All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out

9. Tous les Européens, ou autres quelconques, contre qui il sera procédé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront réfuge

of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

(Sd.) BUCKINGHAMSHIRE, (L. S.)

(Sd.) LE COMTE DE LA CHATRE, (L. S.)

hors de ces mêmes limites, seront délivrés aux chefs des dits établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

(Signé) BUCKINGHAMSHIRE, (L. S.)

(Signé) LE COMTE DE LA CHATRE, (L. S.)

No. LXVIII.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the thirteenth day of May 1818.

With a view to carry into full and complete effect the object of those terms of the convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following articles have been agreed upon by His Excellency André Julien Count Du Puy, Peer of France, great officer of the Royal Order of the Legion of Honor, and Mr. Joseph François Dayot, Chevalier of the said order, Administrators General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those Possessions as have heretofore been dependent upon the Presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honorable Company's present charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

CONVENTION passée entre le Gouvernement de Pondichery et celui de Madras, Signée à Pondichery le 13 Mai 1818.

Dans la vue d'assurer une pleine et entière exécution aux termes de la convention entre la France & la Grande Bretagne, signée à Londres le 7 Mars 1815, lesquels sont relatifs au commerce du sel dans la souveraineté Anglaise de l'Inde, les articles suivans ont été convenus d'une part, par Son Excellence André Julien, Comte DuPuy, Pair de France, Grand Officer de l'ordre royal de la légion d'honneur et M. Joseph François Dayot, Chevalier du même ordre, Administrateurs Généraux des Etablissements Français dans l'Inde et de l'autre, le Capitaine James Stuart Fraser, Commissaire nommé par le Gouvernement Britannique pour la remite des possessions françaises qui se trouvaient dans la dépendance de la présidence du Fort St. George.

ARTICLE 1er.

Toutes les Salines, situées dans les Etablissements Français de l'Inde, cesseront de faire du sel pendant la durée de la présente charte de l'honorable Compagnie.

ARTICLE 2.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition effectuelle de la contrebande du sel.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honorable Company's present charter if this convention be ultimately ratified.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd, and 4th of the convention of the 7th March 1815.

ARTICLE 7.

The present convention shall be ratified and exchanged with the least possible delay.

ARTICLE 3.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des Salines, la somme de quatre mille pagodes à l'étoile par an, pendant la durée de la présente charte de l'honorable compagnie, si cette convention est ultérieurement ratifiée.

ARTICLE 4.

La Somme ci-dessus stipulée de quatre mille pagodes à l'étoile par année, sera payée par quartier, et sera considérée comme ayant commencée du 1er Janvier dernier.

ARTICLE 5.

Le Gouvernement de Madras s'engage, indépendamment de la confirmation ultérieure, à payer la somme de quatre mille pagodes à l'étoile au Gouvernement Français pour une année, à dater du 1er Janvier dernier et à continuer à remplir le même engagement jusqu'à ce que la détermination du Gouvernement Suprème, ou, s'il y a lieu, celle des autorités en Europe, soit officiellement notifiée au Gouvernement Français de l'Inde.

ARTICLE 6.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requite pour l'usage domestique et la consommation des habitants des Etablissements Français dans l'Inde; l'achet, la livraison, et la vente subsequente de la dite quantité seront réglés conformément aux stipulations contenues dans les articles 1, 2 and 4 de la convention du 7 Mars 1815.

ARTICLE 7.

La présente convention sera ratifiée dans le plus court délai possible.

Done at Pondicherry this thirteenth day of May in the year of our Lord one thousand eight hundred and eighteen.

Fait à Pondichery le treize Mai mil huit cent dix-huit.

(Sd.) LE CT. DUPUY.

(Sd.) JAMES STUART FRASER.

„ T. DAYOT.

Ratified by the Government of Fort St. George according to the terms of the fifth Article this twenty-third day of May in the year of our Lord one thousand eight hundred and eighteen.

(Sd.) H. ELLIOT.

„ R. FULLERTON.

„ ROBERT ALEXANDER.

By the Right Honorable the Governor in Council.

(Sd.) G. STRACHEY,
Chief Secretary.

No. LXIX.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1st JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of ₹3,000 of the RIGHTS in CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1er JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de ₹3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANÇAIS Sur le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7me MARS 1815.

Between Monsieur Clement Thomas, Chef de Service at Chandernagore, pro-

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor.

ceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

and

Mr. Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India,

The following Agreement has been concluded:—

ARTICLE 1.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R3,000 per annum.

ARTICLE 3.

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884.

ARTICLE 4.

The present Convention will remain in force for five years from the 1st January 1884.

ARTICLE 5.

The present Convention will require no ratification, and will be considered

procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

et

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

A été convenu ce qui suit:—

ARTICLE 1.

Le Gouvernement Français renonce au privilége à lui réservé par l'article 6 de la Convention du 7me Mars 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes périodiques de cet article.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagor une somme de trois mille roupies par an.

ARTICLE 3.

Ce payement aura lieu par moitié de semestre en semestre, à terme échu à partir du 1er Janvier 1884.

ARTICLE 4.

La présente Convention aura une durée de cinq ans, à compter du 1er Janvier 1884.

ARTICLE 5.

La présénte Convention, sans qu'il soit besoin d'aucunes autres rati-

definitively concluded as soon as it has been signed by Messrs. Clement Thomas, Chef de Service at Chandernagore, and C. E. Buckland, specially delegated for this purpose by their respective Governments.

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four.

On behalf of the Government of India.

(Sd.) C. E. BUCKLAND.

Le Chef de Service,

(Sd.) CLEMENT THOMAS.

fications, sera considérée comme definitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clément Thomas, Chef de Service de Chandernagor, et C. E. Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

Le Chef de Service.

(Sd.) CLÉMENT THOMAS.

On behalf of the Government of India.

(Sd.) C. E. BUCKLAND.

No. LXX.

Opium Convention.

Convention of the 5th September 1889, concluded for five years, beginning on the 1st January, 1889, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Monsieur Alphonse Bonnet, Principal Administrator at Chandernagore, proceeding by special order of the Governor of the French Settlements in India, and acting in the name of the French Government, on the one part;

Convention relative a l'Opium.

Convention du cinq Septembre, 1889, conclue pour une durée de cinq ans à partir de 1ẽr Janvier, 1889, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815, et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor.

Entre Monsieur Alphonse Bonnet, Administrateur Principal de Chandernagor, procédant avec l'autorisation spéciale de Monsieur le Gouverneur des Etablissements Français dans l'Inde, et agissant au nom du Gouvernement Français, d'une part;

And Mr. Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces, on the part of the Government of India, the said Mr. Charles Edward Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India on the other part, the following agreement has been concluded :—

ARTICLE 1.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this Article.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE 3.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore. The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person, whether

Et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part, a été convenu ce qui suit :—

ARTICLE 1.

Le Gouvernement Français renonce au privilége à lui réservé par l'Article 6 de la Convention du 7 Mars, 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation s' engage à payer à l'Administration Française de Chandernagor une somme de trois mille roupies par an.

ARTICLE 3.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fournir par le Collectorat d'Hooghly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses Agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagore. Les autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette

through importation of foreign opium by sea or through any other means. The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

ARTICLE 4.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually, and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE 5.

The payments mentioned above in Articles 2 and 4 will both be made in moieties, at the end of each six months, counting from the 1st January 1889.

ARTICLE 6.

The present Convention shall have a duration of five years to be calculated from the 1st January 1889.

ARTICLE 7.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of five years, to be calculated from the 1st of January 1889, as soon as it shall have been signed by Monsieur Alphonse Bonnet, Principal Administrator of Chandernagore, and

obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par toute autre moyen.

Les autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hooghly.

ARTICLE 4.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait à deux mille roupies.

ARTICLE 5.

Les deux payements déjà cités dans les Articles 2 et 4 auront lieu par moitié, de semestre en semestre, à terme échu, à partir du 1er Janvier 1889.

ARTICLE 6.

La présente Convention aura une durée de cinq ans, à compter du 1er Janvier 1889.

ARTICLE 7.

La présente Convention sans qu'il soit besoin d'aucune autre ratification, sera considerée comme définitivement conclue, pour une période de cinq ans à compter du premier Janvier, 1889, des qu'elle aura été revêtue des signatures de Monsieur Alphonse Bonnet, Administrateur

Mr. Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces, specially delegated for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the 5th of September, one thousand eight hundred and eighty nine.

Principal de Chandernagor, et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, spécialement délégués à cet effet par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le cinq Septembre, mil, huit cent, quatre vingt neuf.

(Sd.) R. BONNET.

„ C. E. BUCKLAND.

No. LXXI.

DEED of TRANSFER of DUTCH POSSESSIONS on COROMANDEL COAST to the BRITISH GOVERNMENT—1825.

Whereas by the 8th Article of a Treaty between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands concluded at London on the 17th day of March in the year of our Lord one thousand eight hundred and twenty-four, His Netherland Majesty cedes to His Britannic Majesty all his establishments on the Continent of India and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments; and Whereas Henry François Vonsohsten, Esq., has been appointed by His Excellency the Governor-General of Netherland India Commissioner to deliver up the Netherland establishments on the Coast of Coromandel, and Lieutenant-Colonel James Stuart Fraser appointed by the Honorable the Governor in Council of Fort St. George Commissioner to receive possession of the said establishments.

Now be it known that I, Henry François Vonsohsten, do hereby declare to have delivered up on the 1st June 1825, in the name and on behalf of His Majesty the King of the Netherlands, to Lieutenant-Colonel James Stuart Fraser, Commissioner on the part of the British Government, the Netherland establishments at Sadras, Pulicat, Palicole, Jaggernaikpooram, Bimlipatam, Porto Novo, Keelkarray, Tuticorin, and Cape Comorin, with their several dependencies; and I, James Stuart Fraser, do hereby acknowledge to have received on the 1st June 1825, for and on behalf of His Britannic Majesty, from the said Henry François Vonsohsten, Esq., the Netherland establishments as aforesaid with their several dependencies.

In testimony whereof we the respective Commissioners have hereunto subscribed our Names and affixed our Seals at Sadras this Eighteenth day of August in the year of our Lord One thousand Eight hundred and Twenty-five.

L. S.

(Sd.) J. S. FRÀSER, *Lieut.-Col.*,
British Commissioner.

L. S.

De Nederland Commissioner.
(Sd.) H. F. VONSOHSTEN.

11.—CEYLON.

The first diplomatic intercourse between the British Government in India and the native powers in Ceylon took place in the year 1664, when an embassy was sent to obtain from the King of Kandy the release of some English sailors whom he held in captivity. The mission was unsuccessful. A century later, in 1763, an ambassador was sent to propose a treaty of friendship; but the negotiations were never carried to maturity. In 1782, after the conquest of the Dutch settlements on the Coromandel Coast, a force was despatched by the Madras Government to reduce the Dutch possessions in Ceylon, and Mr. Hugh Boyd accompanied the expedition for the purpose of concluding a treaty of alliance with the King of Kandy, by which the latter was to be required not only to supply provisions to the British troops but to send a strong force to co-operate with the English. The King, however, refused to take part in the war against the Dutch or to conclude a treaty except with an ambassador commissioned from the King of England direct.

It was not till the year 1795 that the British Government acquired a permanent footing in the island. Towards the close of that year an expedition organised by the Government of Madras reduced Trincomalee, Jaffna, and Kalpitya, and a preliminary Treaty of alliance (No. LXXII) was concluded with the King of Kandy on the 12th October 1795. Subsequently a Cingalese envoy was deputed to Madras, who concluded a definitive Treaty (No. LXXIII) on the 12th February 1796, but the King of Kandy, influenced by a party at his Court who favoured the Dutch interest, refused to ratify it. At that time the position of the Dutch towards the Native Government at Kandy was defined by the last treaty* which they had arranged with the Cingalese in 1766. They considered themselves entire masters of the whole coast, but had never paid the tribute to the King which was stipulated for in the fourth article of the treaty. In the mean time the British troops had taken Negombo, on the 4th February 1796, and on the 15th February Articles of capitulation (No. LXXIV) were framed by which the Dutch settlements in Ceylon, including Colombo, Galle, and Kalutara, were ceded by the Governor of the Dutch possessions in the island to the British Government.

The administration of the conquered settlements in Ceylon was entrusted to the Government of Madras, but an injudicious attempt to introduce the Madras fiscal system, which nearly resulted in a general revolt, led to the

* *See* Appendix.

transfer of the island to the direct government of the crown, and the appointment of Mr. North as the first Governor in 1798. His appointment, as well as that of the civil officers, was made by the King, but in the conduct of affairs the governor was placed under the orders of the Governor General of India, an arrangement which lasted till 1802. In the meantime a revolution had broken out at Kandy. The King was deposed by the Adigar or prime minister and died in 1798. Vikrama Raja Singha, nephew of the Queen, was installed through the influence of the minister who, to secure the real power in his own person, induced the Governor to enter into a scheme* to effect the removal of the King to the British settlements and to depute the Adigar to exercise his power at Kandy where a British subsidiary force was to be stationed.

The project, which was to be carried out by means of an embassy to conclude a new treaty with the King, ended in utter failure; but the Adigar determined to gain his object by provoking a war. Several merchants, subjects of the British Government, were forcibly seized and plundered in April 1802. Compensation was refused, and in February 1803 a British force of 3,000 men occupied Kandy, which was abandoned by the King and the inhabitants. Muttu Swami, a member of the royal family, who on the elevation of Vikrama Raja Singha, had fled to the British territories, was set on the throne, and a Treaty (No. LXXV) was concluded with him in May 1803, by which extensive districts were ceded to the British Government, a British subsidiary force was to be stationed at Kandy, and the King was prohibited from diplomatic intercourse with foreign powers.

By a separate Agreement of the same date (see supplement to No. LXXV), with the Adigar the new King was to reside at Jaffna with all the pomp of royalty, while the Adigar was to hold the real power at Kandy. Encouraged by the success of his perfidy, the Adigar determined to secure the crown for himself, to seize the person of the Governor, Mr. North, and to exterminate the garrison at Kandy. The plot for the seizure of Mr. North failed through an accident, but in June 1803 the natives rose on the garrison at Kandy and, after inducing them to capitulate on the promise of their lives, treacherously massacred them and the puppet King Muttu Swami.

The war which ensued with the King of Kandy was waged with great severity on both sides for two years. Hostilities ceased only from the exhaustion of both parties, and for the next ten years peace continued without

* For the secret history of this policy, see Tennant's Ceylon, Volume II, Part VI, Chapter 3.

any formal or amicable agreement. In the interval the Adigar was executed by Vikrama Raja Singha for treason in 1812. The inhuman barbarities which the King perpetrated disgusted and terrified his subjects, who only awaited a favourable opportunity to revolt. At length, towards the close of the year 1814, a party of merchants, who had gone from the British territories to Kandy to trade, were seized by the King as spies and sent back horribly mutilated. War was immediately declared, and in February 1815 Kandy was occupied almost without opposition. The King Raja Singha was made prisoner and deported to Vellore, where he died in 1832.

On the 2nd March 1815, at a Convention (No. LXXVI) of the Cingalese Chiefs at Kandy, the King was formally deposed, the sovereignty of the whole island of Ceylon was vested in the British Crown, and the preservation of the old form of government of Kandy and of the customs, laws, and religion of the people was guaranteed. For two years the country remained tranquil and the terms of the convention were faithfully observed by the British Government. But the people had little sympathy with the Government and in 1817 they rose in rebellion. Towards the close of 1818 the rebellion was subdued and the whole country restored to order. Advantage was taken of the rebellion to modify (No. LXXVII), the Convention of 1815 and to emancipate the people from the oppression of their Chiefs by limiting the terms of their personal service, commuting taxes to a tithe of the produce of the land, and transferring the administration of justice to a regularly constituted agency. Since then, with the exception of a few partial and unimportant attempts at rebellion, on one of which occasions (in 1848) reinforcements were applied for from India, the peace of the country has remained undisturbed, and political relations with the island have necessarily ceased.

No. LXXII.

Preliminary Treaty with the King of Kandy, concluded on 12th October 1795.

Treaty of alliance and friendship proposed and agreed to by Veeziar Shundarah Rajah Karunah Sennauvee Ruttanah Agea Seenauteputteeyaugiah Pullay Gumbahay Atchaurah Manguttumah Anvergul and Nauvah Ruttanah Veerah Vickramah Rundaum Seenauteputteeyaugiah Oudagumbahay Atchaurah Manguttumah Anvergul, first and second ministers, on the part of Street lunkaisuwaraugiah Maharajah Mauniah Raujestree Mailaunah Outamah Periah Teerouvausul, the King of Kandia, and Robert Andrews, Esquire, ambassador on the part of the Honourable English East India Company.

Article 1.

The King of Kandia and the Honourable East India Company shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

Article 2.

That henceforward neither the Honourable Company nor any who may be under their jurisdiction shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia or any under his jurisdiction be a friend to those who may be the enemies of the Honourable Company.

Article 3.

That henceforward it shall be incumbent on the Honourable Company to guard and protect the King, country, and religion called Pootaugamum of Ceylon against all its enemies.

Article 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever some favourable situation, to which the Dutch can have no right or title whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

Article 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of the island of Ceylon (particularly that of the cinnamon) shall hereafter be carried on with the Honourable English East India Company in preference to any other nation under such conditions and regulations as shall hereafter be established by the contracting parties.

ARTICLE 6.

That after a final arrangement of the Treaty proposed and other subjects at present under discussion shall have taken place, no fresh matter of public concern shall be undertaken or executed respecting the island of Ceylon previous to its being made known at the court of Kandia, and His Majesty's sanction being first had and obtained.

This above Treaty to be considered preliminary to a more comprehensive Treaty of alliance and commerce which I promise shall hereafter be signed by the Right Honourable Lord Hobart, Governor, the Members of Council, and that the Honourable Company's seal shall be affixed thereto.

Signed and sealed by the contracting parties at the Court of Kandia, Monday, the 29th of Pouratashy of Rachada year, answering to the twelfth of October one thousand seven hundred and ninety-five, 1795.

Signature of the first Minister.	Signature of the second Minister.	(Sd.) R. ANDREWS.
L. S.	L. S.	L S.

In the presence of

(Sd.) STRICKLAND KINGSTON.

A true translation as near as can be from the Malabar language.

(Sd.) POONDAMALLY JYAH MOODELY,
Company's Interpreter.

No. LXXIII.

ARTICLES of TREATY and ALLIANCE agreed upon by the RIGHT HONOURABLE LORD HOBART, GOVERNOR, ETC., and his COUNCIL, for the affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY, at FORT ST. GEORGE, and STREELUNKAISUWARAUGIAH MAHARAJAH MAUNIAH RAUJESTREE MAILAUNAH OUTAMAH PERIAH TEEROUVAUSUL, the KING of KANDIA, 12TH FEBRUARY 1796.

ARTICLE 1.

The Honourable English East India Company and the King of Kandia

shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company, or any who may be under their jurisdiction, shall be a friend to those who may be the enemies of the King of Kandia; neither shall the King of Kandia, or any under his jurisdiction, be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to assist the King of Kandia in the defence of his country and religion (called Pootaugum) against all enemies; and in like manner shall the King of Kandia render his assistance to the Honourable Company against the attacks of their enemies on the island of Ceylon.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever a favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of his dominions, particularly that of the cinnamon, shall hereafter be carried on with the Honourable English East India Company in preference to any other nation.

ARTICLE 6.

That for such articles of trade as the King of Kandia or his subjects may furnish, particularly the cinnamon, the Honourable Company shall make payment in gold, silver, fanams, cash, piece-goods, broadcloth, brimstone, saltpetre, lead, flints, swords, fire-arms, and other articles, in such proportion of each as may be agreed upon at the time of purchase, otherwise to be at liberty to dispose of their goods to other places.

ARTICLE 7.

That the King of Kandia shall have permission to employ ships, vessels, or boats, together in number ten, for the purposes of trade, and that such goods or articles of merchandize as may be laden thereon shall be exempt from duty, nor shall the different packages be opened, but an inventory delivered thereof by a person or persons duly authorized for that purpose by the King of Kandia; the ships, vessels, or boats, however, subject to search and

examination by such public officers as may stand appointed to the performance of that duty at the different seaports the English East India Company may possess, and to which the above vessels may resort. Any number of vessels except those above stipulated for, which His Majesty or his subjects may employ, shall be liable to the same duties and restrictions as those of any other merchants trading under the protection of the Honourable English East India Company.

ARTICLE 8.

The Honourable Campany shall not at any time interfere with any part of the King of Kandia's present possessions except such as shall hereafter be ceded to them by the King, with a view of an increase of their friendship : and moreover, as the King of Kandia represents many situations to have been forcibly taken by the Dutch, the Company shall investigate the subject as soon as they have captured their different possessions on the island of Ceylon, and restore to the King of Kandia at the conclusion of the war, should they remain permanent possessors of the Dutch settlements, such interior situations as he may appear to have just claim to, reserving to themselves, however, the entire possession and protection of the coast with the districts annexed thereto. That, notwithstanding the preceding article, so soon as the British East India Company become possessors of the Dutch settlements on the island of Ceylon they shall restore to the King of Kandia a situation upon the coast for the sole and express purpose of procuring an adequate supply of salt and fish for the consumption of the people of his country.

ARTICLE 9.

That after a final arrangement of the present Treaty shall have taken place, no fresh matter of public concern relative to the King of Kandia or any part of the island of Ceylon, except such as has been or may be captured from the Dutch, shall be undertaken or executed previous to its being made known to the court of Kandia, and His Majesty's sanction being first had and obtained.

ARTICLE 10.

The Honourable Company shall at all times be ready to afford their friendly assistance to the King of Kandia, either on the island of Ceylon or other countries, in procuring him such things as he may stand in need of, which his own dominions do not furnish.

ARTICLE 11.

The Honourable Company's ambassadors who may be entrusted yearly with letters or articles of present to Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be introduced to the presence, and return after permission shall be granted by Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul.

ARTICLE 12.

The ambassadors on the part of Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be conducted as usual by the Honourable

English Company with every attention, and be permitted to return with the same compliments after having negociated with them on the occasion of their embassy.

ARTICLE 13.

The Right Honourable Lord Hobart, Governor and his Council, have, in confirmation of the Articles of this perpetual and everlastingT reaty, hereunto set their hands and affixed the Honourable Company's seal, subject to the ratification or rejection of the Honourable East India Company of England, within two years from the date hereof.

Signed and sealed at Fort St. George, this twelfth day of February one thousand seven hundred and ninety-six.

Company's Seal.

(Sd.) HOBART.
,, ALURED CLARKE.
,, EDWD. SAUNDERS.
,, E. W. FALLOFIELD.

No. LXXIV.

ARTICLES of CAPITULATION for COLOMBO and the remaining DUTCH SETTLEMENTS—15th February 1796.

PRELIMINARY ARTICLE.

John Gerard Van Angelbeck, Councillor of India, Governor and Director of the Dutch possessions in the island of Ceylon, offers to deliver up to Colonel Stuart and Captain Gardner, commanding the English troops, the fortress of Colombo upon the following conditions at the expiration of three days:—

ANSWER.

Major Patrick Alexander Agnew Adjutant General of the British troops in the island of Ceylon, by virtue of the powers delegated to him by Colonel James Stuart, commanding the British army and Allan Hyde Gardner, Esquire, Captain of His Majesty's ship *Heroine*, and senior officer of the naval force before Colombo, consents to admit of the surrender of the fort of Colombo on the undermentioned terms, provided the capitulation is signed this evening and the fort delivered to the British troops tomorrow morning at ten o'clock, in the manner stipulated in the following Articles:—

ARTICLE 1.

In this capitulation shall be included the town of Galle and the fort of Cali-

ANSWER.

Granted.

ture with all their dependencies, lands, domains, etc., of the Honourable Dutch East India Company, and the Governor shall issue orders to the commander and council of Galle and the commandant of Caliture for the actual surrender according to the contents of this capitulation.

ARTICLE 2.

The fort with all its dependencies, artillery, ammunition, stores, provisions, and all other effects belonging to the Company, with the plans and papers relative to the fortifications, shall *bonâ fide* be delivered up without concealing or keeping back anything.

ANSWER.

Granted. The surveys of the districts of the island of Ceylon, and its coasts, with all other public plans, to be included.

ARTICLE 3.

And as the books at Colombo as well as Galle are two years in arrears, the delivery shall take place according to the balances now actually existing, and a reasonable time be allotted to the head administration Van Angelbeck and the administration Van der Span at Galle with their assistants to finish the books, and they shall, during that time, receive the pay and emoluments, fixed for their services. As the head smith, cooper, house carpenter, the overseer of the arsenal, and the brickmaker receive everything by indent, their account shall be examined by our accountants and paid by the English. On the other hand, the above-mentioned artificers and overseers are responsible for the articles issued to them.

ANSWER.

One year or eighteen months, if absolutely necessary, shall be allowed for the purpose of arranging the books, during which time a reasonable salary shall be paid to the servants of the Dutch Company necessarily employed in this department. The accounts of the artizans shall be examined and liquidated.

ARTICLE 4.

All public papers shall also be faithfully delivered over, but attested copies of all the public and secret consultations held during his short government and which he has not had an opportunity of forwarding to Holland or Batavia, shall be given to Governor

ANSWER.

Granted.

Van Angelbeck, to enable him to answer for his conduct according to the nature of the circumstances.

ARTICLE 5.

The returns and merchandize of the Company, which are partly laden on board the ships *Berlicum* and *Ensgezindheid* now laying in the roads, and partly stored in private houses, as well as those at Galle, shall also be faithfully delivered by the Commissioners who shall be appointed by the Governor to Major Agnew, who is authorised by the Government of Madras to receive them.

ANSWER.

All merchandize, stores, and public property of every description, either laden on board the ships now anchored under the guns of the fort, deposited in public stores, or distributed in the houses of individuals, as well as all public property placed in a similar manner at Galle, Caliture, or any other part of the island of Ceylon depending on these Governments, shall be delivered by the Commissaries who shall be named by the Governor, Van Angelbeck, to Major Agnew, the agent appointed by the Government of Madras to receive them, in three weeks from this date.

ARTICLE 6.

But as the Company has of late years borrowed money upon interest of their servants and inhabitants, and when in want of ready money have issued (kredut braven) promissory notes to the amount of about five lakhs of Rix Dollars (of which however at least one-half is in the treasury), with a promise to realize the same, and as several servants have their pay and emoluments in the hands of the Company, for which they have no other security, but their property, the above-mentioned debts shall be paid out of them, and the notes discharged, which can occasion the less consideration, as the returns alone, taking the fine cinnamon at only three Rupees a pound, the pepper at 100 Rupees per candy, the cardamoms at one Rupee a pound, and the piece-goods and other merchandize at the invoice price, will amount to about twenty-five lakhs of rupees and

ANSWER.

As Mr. Van Angelbeck has assured the officers commanding His Majesty's naval and land forces before Colombo that a refusal to comply with the demand contained in the 6th Article will be attended with the total ruin of the colony, they consent to the following arrangement regarding the paper currency of this island, provided the public property of the Dutch Company is found to be conformable to the statement contained in this Article.

The English Government of Ceylon will take up the promissory notes of the Dutch Government, which are still in circulation (provided they do not exceed the sum of fifty thousand Pounds Sterling) and issue certificates for the amount, bearing an interest of three per cent. per annum payable half-yearly;

all the debts, pay, and notes in circulation not above six lakhs. The copper doodies shall continue current for one Stiver.

which certificates shall be in force so long as the districts of Ceylon, extending from Matura to Chilau, shall be in possession of the English, and no longer. Should these districts be restored to the Dutch, the responsibility of payment will necessarily revert to them, in which event the original notes of the Dutch Government shall be restored to the proprietors in exchange for the certificates granted by the British Government.

The officers commanding the British forces are not authorized to provide for the payment of the arrears due to the servants of the Company; this must be left to the future determination of His Britannic Majesty.

The copper coin of the island must find its own value in the course of exchange.

ARTICLE 7.

All private property without exception shall be secured to the proprietors.

ANSWER.

Granted, with exception of all military and naval stores, which in every instance must be deemed public property.

ARTICLE 8.

In which is expressly included the funds of the Orphan House, or the College for the administration of the effects of infant children, and of the committee for managing the poor funds, as also the two ships now in the roads (*Berlicum* and *Ensgezindheid*) which belong to individuals in Holland and are chartered by the Company, as shall be proven.

ANSWER.

Granted, with exception of the ships, which must be deemed public property.

ARTICLE 9.

The garrison shall march out with the honors of war, pile their arms by command of their own officers on the

ANSWER.

Granted.

Esplanade, and again return to their Barracks. The officers to keep their side arms, the clevangs and creeses of the non-commissioned officers and private Malays to be locked up in chests, and on their departure on being set on shore to be returned to them.

ARTICLE 10.

The European officers, non-commissioned and privates of the battalion of Dutch troops and the detachment of the Wirtemberg regiment doing duty with it, as well as the artillery and seamen, shall be transported in English ships from hence to Europe or Batavia, according to their choice, with permission to carry along with them their women, children, necessary servants, and baggage. None of the officers, however, shall be removed from hence against their will, as many of them are married and have their property here; and in case of any of them wishing to depart, time shall be allowed them to arrange their affairs, to go where they please upon their parole of honor not to serve in this war against England until they shall be exchanged.

ANSWER.

The European officers, non-commissioned officers, and privates, as well of the Dutch battalion as of the regiment of Wirtemberg, the artillery, engineers, and marine, must be considered as prisoners of war; and as such they will be treated with that attention which the British Government has ever shown to those whom the fortune of war has placed in its power: the whole shall be sent to Madras. Such of the officers as desire to return to Ceylon for the reasons mentioned in this Article will have permission to do so on giving their parole of honour not to serve during the present war against the English. Those who may desire to return to Europe shall be permitted to do so on the same conditions, but without any claim on the British Government for pay or allowances of any description.

ARTICLE 11.

As there are some native born French in garrison, they shall be transported to the French islands if they choose it.

ANSWER.

The French of the garrison will be considered as prisoners of war and sent to Madras.

ARTICLE 12.

The Malays that do not choose to remain here, shall be transported in English ships with their women and children to the island of Java.

ANSWER.

The Malay troops shall be sent from hence with their wives and children to Tutocorin, and from thence by easy marches to Madras. They shall be subsisted while they remain prisoners, and if not taken into the British service, shall, at a

convenient time, be sent to the island of Java at the expense of the British Government.

ARTICLE 13.

These transportations shall take place at the expense of the English, and until that time the military, Europeans as well as Malays, shall continue to enjoy their pay and emoluments as was customary in the Company's service. None of the military shall be forced or even persuaded to enter into the service of His Majesty or the Honourable English Company.

ANSWER.

The military officers, European and Native, shall receive the pay allowed to them in the Dutch service. The non-commissioned and privates will be subsisted according to the regulations of the British Government for prisoners of war. None shall be forced to enter the service of Great Britain against their consent.

ARTICLE 14.

The sepoys and Moormen in the service shall have liberty to return to their birth-place.

ANSWER.

Granted.

ARTICLE 15.

The Cingalese lascars, being soldiers according to the nature of their service, and the burghers and civil servants by the laws of the colony being obliged to take up arms for its defence, it shall not tend to prejudice those people.

ANSWER.

Granted.

ARTICLE 16.

Governor Van Angelbeck, the commander of Galle Fretz, and all the other political or commercial servants not required in their official capacities for the purpose mentioned in Article 3, shall have permission to remain as private individuals at Colombo, Galle or other place on the island, or to betake themselves elsewhere. In the first case a reasonable means of subsistence shall be allowed to each according to his rank. In the last they shall be permitted to carry their effects along with them, without payments of any tax or duty whatever, but then all allowances to cease.

ANSWER.

Granted, with this exception that as the commanders of the British forces before Colombo are not authorized to grant the subsistence required, this subject must be referred to the decision of the Government of Fort St. George.

ARTICLE 17.

The respective Vendue Masters here and at Galle shall be maintained during the collection of the outstanding balances in right of the preference granted those people by the Company.

ANSWER.

Granted for all balances now outstanding.

ARTICLE 18.

The clergy and other ecclesiastical servants shall continue in their functions, and receive the same pay and emoluments as they had from the Company.

ANSWER.

Granted under the same exception annexed to the 16th Article.

ARTICLE 19.

The citizens and other inhabitants shall be allowed to follow their employments, and enjoy all liberties and privileges as the subjects of His Majesty.

ANSWER.

Granted.

ARTICLE 20.

The native servants in the different departments shall be continued in their employs during their good behaviour.

ANSWER.

Granted, subject to such regulations as the British Government may hereafter judge necessary.

ARTICLE 21.

The eastern Princes, Tommogoms, and other men of rank here as State prisoners, and who receive a monthly subsistence, shall continue to receive it according to the list which shall be delivered.

ANSWER.

Granted, while they remain in Ceylon.

ARTICLE 22.

All notarial papers, such as wills, bills of purchase and sale, obligations, security, bonds, etc., shall continue in force, and the registers of them be preserved by commissaries appointed on both sides for that purpose.

ANSWER.

Granted.

ARTICLE 23.

All civil suits depending in the council of justice shall be decided by the same council according to our laws.

ANSWER.

Granted. But they must be decided in twelve months from this date.

ARTICLE 24.

The deserters who are here shall be pardoned.

ANSWER.

All deserters from the English service must be unconditionally given up.

ARTICLE 25.

The above Articles of capitulation shall be faithfully fulfilled and confirmed by the signature of the officers commanding His Majesty's sea and land forces, Colonel James Stuart and Captain Allan Hyde Gardner; and in case of anything appearing obscure, it shall be faithfully cleared up, and if any doubts should arise, it shall be construed for the benefit of the besieged.

ANSWER.

Granted.

ARTICE 26, BY MAJOR AGNEW.

The garrison shall march out agreeably to the 9th Article at 10 o'clock to-morrow morning, when the gate of Delft shall be delivered to a detachment of the British troops. The Governor, Van Angelbeck, will order an officer to point out the powder magazines, posts, and public stores, that guards may be placed for their security and the preservation of order in the garrison.

Done in Colombo, this 15th day of February 1796.

(Sd.) J. G. VAN ANGELBECK.

(Sd.) P. A. AGNEW,

Adjutant-General.

No. LXXV.

ARTICLES of CONVENTION entered into between HIS HIGHNESS PRINCE MOOTOO SAMY, on the one part, and HIS EXCELLENCY FREDERIC NORTH, GOVERNOR, CAPTAIN GENERAL and COMMANDER-IN-CHIEF in and over the BRITISH settlements on the island of CEYLON, on the other part, for the attainment of the just objects of the present war, the speedy restoration of peace, and the general security and happiness of the inhabitants of this island—4th May 1803.

1st.—The British Government in Ceylon agrees to deliver over to Prince Mootoo Samy the town of Kandy and all the possessions dependent on the crown of Kandy now occupied by the British arms, excepting the province of the seven Corles; the two hill forts of Geriagamme and Gallegedereh, and a line of land not exceeding in breadth the half of a Cingalese Camonchy, across the Kandian territories, for the purpose of making a direct road from Colombo to Trincomali, which road shall not pass through the district known by the name of the Gravets of the town of Kandy; which aforesaid province, forts, and line of land Prince Mootoo Samy hereby solemnly agrees to cede in full sovereignty to His Britannic Majesty for ever.

2nd.—Prince Mootoo Samy further engages that he will consider the enemies of His Britannic Majesty's Imperial Crown as his own enemies, and that he will not, directly or indirectly, enter into any Treaty or negociation with any Prince or State without the consent of His said Britannic Majesty, or of the Governor of his settlements in Ceylon for the time being.

3rd.—As Prince Mootoo Samy is undoubted heir to the last lawful King of Kandy, the British Government will recognize him as King of Kandy, as soon as he shall have taken upon himself that title with the usual solemnities and ratified the present convention. And in case the said Prince should require an auxiliary force to maintain his authority, the British Government shall afford him troops, the expense of such troops, during their employment in the service of the said Prince, being to be defrayed by him at a rate to be agreed upon.

4th.—It is mutually agreed that all duties on the common frontier shall be abolished, and none established except by mutual consent.

5th.—It is agreed by Prince Mootoo Samy, that all Malays now resident in the Kandian territories shall be sent with their families into the British territories as shall likewise all Europeans and Portuguese who may not obtain a license from the Governor of the British possessions to reside in the said Kandian territories. And all Europeans and Portuguese who may commit crimes within the Kandian territories shall be sent to the British territories for trial.

6th.—It is mutually agreed that all natives of Ceylon or of India, except such Portuguese as are mentioned in the last Article, shall be subject to the laws and tribunals of the country where the offence may have been committed.

7th.—Prince Mootoo Samy promises and agrees that he will protect to the utmost of his power the monopoly of cinnamon enjoyed by the British Government; that he will allow the cinnamon-peelers belonging to the said British Government to gather cinnamon in his territories to the west of the Balany Kandy; and that he will furnish as much cinnamon as may be required at the price of forty Rix Dollars per bale of eighty pounds.

8th.—Prince Mootoo Samy also engages to permit persons duly authorized by the British Government to cut wood in all his forests.

9th.—The said Prince also engages not to prohibit, either directly or indirectly, the exportation of paddy, grain and areka nut from his territories without consent of the British Government.

10th.—Prince Mootoo Samy furthermore engages to give a safe conduct to the Prince lately on the throne to retire into British territories with his family, and to allow him a certain sum for his maintenance which shall be agreed upon hereafter by the parties to these Articles, provided it be not less than five hundred Rix Dollars per mensem during the term of his natural life.

11th.—And for the better re-establishment of public tranquillity, Prince Mootoo Samy engages to allow such persons as have rendered themselves obnoxious to him by opposing his just claims to retire with their wives and families, money, jewels, and moveable property, into the British territory in Ceylon, there to remain unmolested.

12th.—It is moreover stipulated that every encouragement shall be given by each party to the subjects of the other in prosecuting fair and lawful commerce.

13th.—The subjects of His Britannic Majesty, duly authorized by the British Government in Ceylon, shall have liberty to travel with their merchandize throughout the Kandian territories, to build houses, and purchase and sell their goods without let or hindrance.

14th.—The subjects of the Crown of Kandy shall, on the other hand, be allowed to settle and carry on trade in the British settlements in Ceylon, and to purchase and send into Kandy all merchandizes, salt, salt-fish, etc., on the same terms with the native subjects of His Britannic Majesty.

15th.—The British Government shall be allowed to examine the rivers and watercourses in the Kandian territories, and shall be assisted by the Kandian Government in rendering them navigable for the purposes of trade and the mutual advantage of both countries.

16th.—For the more perfect maintenance of these Articles, and of good understanding and amity between the contracting parties, Prince Mootoo Samy consents and agrees that a minister, on the part of the British Government, shall be permitted, whenever it may be required, to reside at the court

of Kandy, and be received and protected with the honors due to his public rank and character.

17th.—These Articles, being agreed upon between Prince Mootoo Samy and the Governor of the British settlements in Ceylon, shall be immediately transmitted to His Britannic Majesty for his royal confirmation, and shall, in the mean time, be acted upon with good faith by both the contracting parties according to their true intent and meaning.

(Sd.) FREDERIC NORTH.

„ MOOTOO SAMY.

(in Cingalese.)

ADDITIONAL ARTICLES by which the ADIGAR agrees to the accompanying CONVENTION.

A convention having been entered into between the British Government of Ceylon and His Majesty King Mootoo Samy, the illustrious Lord Pilámé Tiláwé, first Adigar of the Court of Kandy, the second Adigar, and the other nobles of the court agree to and become parties in the same:—

On condition that His Majesty King Mootoo Samy deliver over the administration of the provinces belonging to the Crown of Kandy to the aforesaid Pilámé Tiláwé, with the title of Ootoon Homarayen (or Grano Prince) during the term of his natural life, and continue to reside and hold his court at Juffnapatam, or in such other part of the British territories in Ceylon as may be agreed on between His said Majesty and the British Government.

And for the proper maintenance of His Royal dignity the aforesaid Pilámé Tiláwé engages to pay annually to His said Majesty the sum of thirty thousand Rix Dollars in British currency and to fulfil all the engagements entered into by His Majesty with the British Government.

And for the better security of the payment of the sums stipulated to be paid to King Mootoo Samy, as well as to the King lately on the throne of Kandy, the said Pilámé Tiláwé agrees to deliver to the British Government at Colombo, in the course of every year, the amount of twenty thousand ammonams of good areka nut, each ammonam containing twenty-four thousand nuts at the rate of six Rix Dollars, British currency, per ammonam, to be paid to the agents of the said Pilámé Tiláwé by the said British Government, in coined copper to that amount, or in such other articles as may be agreed on between the parties.

And the British Government will, in that case, charge itself with the payment of the allowances stipulated for both those Princes.

And the Adigar Pilámé Tiláwé agrees to cede in perpetuity to the British Government the village and district of Gangavelle (or Elvele), now called fort Macdowall, in exchange for the hill-fort of Geriagamme, which the British Government cedes again to Pilámé Tiláwé.

And it is still further agreed upon that all the Princes and Princesses of royal family now in confinement shall be immediately set at liberty, and allowed to settle, with their personal property, wherever they choose, and that a general amnesty and pardon shall be observed on both sides, as well towards those who have opposed as towards those who have supported the claims of King Mootoo Samy, in the late or any former contest.

And it is hereby agreed by His Majesty King Mootoo Samy, on his part, by His Excellency Frederic North, Governor of the British possessions in Ceylon, on the part of his Government, and by the most illustrious Lord Pilámé Tiláwé, first Adigar, on his part, and on that of the second Adigar and principal nobles of the Court, that the Articles above agreed upon shall be carried into effect fully and completely, as soon as the Prince lately on the throne of Kandy shall be delivered in the hands of the British Government, and that till then a perfect truce and cessation of hostilities shall continue between all the contracting parties.

And the said contracting parties have in faith thereof set to the said Articles their seals, and signed them with their names respectively.

Dombadema, 4th *May 1803.*

(Sd.) Frederic North.

„ Pilámé Tiláwé (*in Cingalese*).

No. LXXVI.

1815.

At a Convention held on the second day of March, in the year of Christ 1815, and the Cingalese year 1736, at the palace in the city of Kandy, between His Excellency Lieutenant-General Robert Brownrigg, Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, acting in the name and on behalf of His Majesty George the Third, King, and his Royal Highness George Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, on the one part, and the Adigars, Dessaves, and other principal Chiefs of the Kandian provinces, on behalf of the inhabitants, and in presence of the Mohottales, Coraals, Vidaans, and other subordinate headmen from the several provinces and of the people then and there assembled, on the other part, it is agreed and established as follows:—

1. That the cruelties and oppressions of the Malabar ruler in the arbitrary and unjust infliction of bodily tortures, and the pains of death without trial, and sometimes without an accusation or the possibility of a crime, and in the general contempt and contravention of all civil rights, have become flagrant, enormous, and intolerable; the acts and maxims of his Government being equally and entirely devoid of that justice which should secure the safety

of his subjects, and of that good faith which might obtain a beneficial intercourse with the neighbouring settlements.

2. That the Rajah Sree Wikrema Rajah Singha, by the habitual violation of the chief and most sacred duties of a sovereign, has forfeited all claims to that title; or the powers annexed to the same, and is declared fallen and deposed from the office of King; his family and relatives, whether in the ascending, descending, or collateral line, and whether by affinity or blood, are also for ever excluded from the throne; and all claim and title of the Malabar race to the dominion of the Kandian provinces is abolished and extinguished.

3. That all male persons, being or pretending to be relations of the late Rajah Sree Wikrema Rajah Singh, either by affinity or blood, and whether in the ascending, descending, or collateral line, are hereby declared enemies to the Government of the Kandian provinces, and excluded and prohibited from entering those provinces on any pretence whatever, without a written permission for that purpose by the authority of the British Government, under the pains and penalties of martial law, which is hereby declared to be in force for that purpose; and all male persons of the Malabar caste now expelled from the said provinces are, under the same penalties, prohibited from returning, except with the permission before mentioned.

4. The dominion of the Kandian provinces is vested in the sovereign of the British Empire, and to be exercised through the Governors or Lieutenant-Governors of Ceylon for the time being, and their accredited agents; saving to the Adigars, Dessaves, Mohottales, Coraals, Vidaans, and all other chief and subordinate native headmen lawfully appointed by authority of the British Government, the rights, privileges, and powers of their respective offices; and to all classes of the people the safety of their persons and property with their civil rights and immunities, according to the laws, institutions, and customs established and in force amongst them.

5. The religion of Budhoo, professed by the Chiefs and inhabitants of these provinces, is declared inviolable, and its rights, ministers, and places of worship are to be maintained and protected.

6. Every species of bodily torture, and all mutilation of limb, member or organ, are prohibited and abolished.

7. No sentence of death can be carried into execution against any inhabitant except by the written warrant of the British Governor or Lieutenant-Governor for the time being, founded on a report of the case made to him through the accredited agent or agents of the Government resident in the interior, in whose presence all trials for capital offences are to take place.

8. Subject to these conditions, the administration of civil and criminal justice, and police over the Kandian inhabitants of the said provinces, is to be exercised according to established forms, and by the ordinary authorities; saving always the inherent right of Government to redress grievances and reform abuses in all instances whatever, particular or general, where such interposition shall become necessary.

9. Over all other persons, civil or military, residing in or resorting to these provinces, not being Kandians, civil and criminal justice, together with

police, shall, until the pleasure of His Majesty's Government in England may be otherwise declared, be administered in manner following:—

First.—All persons, not being commissioned or non-commissioned military officers, soldiers, or followers of the army, usually held liable to military discipline, shall be subject to the magistracy of the accredited agent or agents of the British Government in all cases, except charges of murder, which shall be tried by special commissions to be issued from time to time by the Governor for that purpose; provided always, as to such charges of murder wherein any British subject may be defendant, who might be tried for the same by the laws of the United Kingdom of Great Britain and Ireland, in force for the trial of offences committed by British subjects in foreign parts, no such British subjects shall be tried on any charge of murder alleged to have been perpetrated in the Kandian provinces, otherwise than by virtue of such laws of the United Kingdom.

Secondly.—Commissioned or non-commissioned military officers, soldiers, or followers of the army usually held amenable to military discipline, shall in all civil and criminal cases wherein they be defendants, be liable to the laws, regulations and customs of war; reserving to the Governor and Commander-in-Chief in all cases falling under this ninth article, an unlimited right of review over every proceeding, civil or military, had by virtue thereof; and reserving also full power to make such particular provisions, conformably to the general spirit of the said article, as may be found necessary to carry its principle into full effect.

10. Provided always, that the operation of the several preceding clauses shall not be contravened by the provisions of any temporary or partial proclamation published during the advance of the army; which provisions, in so far as incompatible with the said preceding articles, are hereby repealed.

11. The royal dues and revenues of the Kandian provinces are to be managed and collected for His Majesty's use, and the support of the provincial establishment according to lawful custom, and under the direction and superintendence of the accredited agent or agents of the British Government.

12. His Excellency the Governor will adopt provisionally, and recommend to the confirmation of His Royal Highness the Prince Regent, in the name and on behalf of His Majesty, such dispositions in favour of the trade of these provinces as may facilitate the export of their products and improve the returns, whether in money or in salt, cloths, or other commodities useful and desirable to the inhabitants of the Kandian country.

GOD SAVE THE KING.

By His Excellency's command.

(Sd.) JAS. SUTHERLAND,

Deputy Secretary.

No. LXXVII.

PROCLAMATION by HIS EXCELLENCY LIEUTENANT-GENERAL SIR ROBERT BROWNRIGG, BARONET and KNIGHT GRAND CROSS of the MOST HONOURABLE MILITARY ORDER of the BATH, GOVERNOR and COMMANDER-IN-CHIEF in and over the BRITISH SETTLEMENTS and TERRITORIES in the ISLAND of CEYLON, with the DEPENDENCIES thereof—21st November 1818.

Preamble. Recital of cession of Kandian provinces to Great Britain.

1. The Chiefs and people of the Kandian nation, no longer able to endure the cruelties and oppressions which the late King Sree Wikrema Rajah Singha tyrannically practised towards them, prayed assistance of the British Government for their relief, and a solemn act declared the late King deposed, and himself and all persons descending from, or in any manner related to his family, incapable of claiming or exercising royal authority within the Kandian provinces; which were by the same solemn act ceded to the dominion of the British sovereign.

Moderate exercise of power by the British Government.

2. The exercise of power by the representatives of His Britannic Majesty, from the date of that convention (the 2nd March 1815) till the hour that insurrection broke out, in the month of October 1817, was marked with the greatest mildness and forbearance towards all classes; the strictest attention to the protection and maintenance of the rites, ministers, and places of worship of the religion of Budhoo; and a general deference to the opinions of the Chiefs who were considered as the persons best able, from their rank and knowledge, to aid the Government in ensuring the happiness of the mass of its new subjects. In exacting either taxes or services for the State, an extraordinary and unprecedented laxity was allowed to take place, in order that the country might with more ease recover from any evil effects sustained by the contrary practice of the late King. In assessing punishments for offences even where a plot to subvert the Government was proved, the spirit which always characterizes the British rule was strongly to be contrasted with the ancient and frequent recurrence of capital executions, preceded by the most cruel and barbarous tortures.

Flourishing state of the country.

3. Under this mild administration on the part of the British Government, the country appeared to rest in peace: cultivation was increased, and Divine Providence blessed the exertions of the labourers, and rewarded them by plenteous crops; yet all this time there were factions and intriguing spirits at work, seeking for an opportunity to subvert the Government, for no purpose but to assume to themselves absolute power over the lives and properties of the general mass of subjects, which, by the equal justice of British uthority, were protected from their avarice or malicious cruelty.

Notwithstanding these benefits, plots have been formed against the State. Motives of the factions.

4. These plotters against the State were found among the very persons who had been restored to honours and security by the sole intervention of British power; and the opportunity of raising disturbance was chosen when, relying on the merited gratitude of all orders of the Kandian nation, the Government had diminished the number of troops; and the insurgent leaders, unconscious or forgetful of the extensive resources of the British Empire, thought, in setting up the standard of rebellion, as easily to effect their purpose of expelling the English from the country, as the people had been deluded to prostrate before the phantom, whose pretensions they espoused merely to cover their own ambitious views of subjecting the nation to their arbitrary will.

Time and manner of executing the plot.

5. After more than a year of conflict, which has created misery and brought destruction on many, the efforts of the British Government and the bravery of His Majesty's troops have made manifest to the Kandians the folly of resistance, and that in the Government alone resides the power of protecting them in the enjoyment of happiness. The flimsy veil which the rebel Chiefs threw over their ambitious designs was torn aside by themselves, and the pageant, whom the people were called to recognize as the descendant of the gods, exposed as the offspring of a poor Cingalese empyric.

Manifestation of the power of the British Government.

Detection of the imposition practised in the person of the pretender.

6. After such a display to the public of depraved artifice and injurious and unfeeling deception, the Government might reasonably hope that a sense of the misery brought on them by delusion should prevent the great body of the people from listening to any one who should attempt in future to seduce them into rebellion against its beneficent rule. But it is also incumbent on it, from a consideration of the circumstances which have passed, and the evil consequences which have ensued on the blind obedience which the people have thought due to their Chiefs, instead of to the sovereign of the country, to reform, by its inherent right, such parts of the practice of administration, as, by occasioning the subject to lose sight of the Majesty of the royal government, made him feel wholly dependent on the power of the various Chiefs, which, to be legal, could only be derived to them by delegation from the sovereign authority of the country.

Reasonable to expect delusion in future would be more difficult.

Expedient to guard against a recurrence of the evil consequences, and to demonstrate to the people that the Government is entitled to their obedience in superiority to the Chiefs.

7. His Excellency the Governor, therefore, now calls to the mind of every person and of every class within these settlements, that the sovereign Majesty of the King of Great Britain and Ireland, exercised by his representative the Governor of Ceylon and his Agents in the Kandian provinces, is the source alone from which all power emanates, and to which obedience is due; that no Chief, who is not vested with authority or rank from this sovereign source, is entitled to obedience or respect; and that, without powers derived from Government, no one can exercise

Declaration of the supremacy of the British crown exercised through the Governor and his Agents.

No Chief entitled to obedience or power but when vested with authority by Government.

jurisdiction of any kind, or inflict the slightest punishment; and, finally, that every Kandian, be he of the highest or lowest class, is secured in his life, liberty and property from encroachment of any kind, or by any person; and is only subject to the laws which will be administered according to the ancient and established usages of the country, and in such manner, and by such authorities and persons, as in the name and on the behalf of His Majesty is herein declared.

Equal rights of every Kandian subject.

8. The general, executive, and judicial authority in the Kandian provinces is delegated by His Excellency to the Board of Commissioners, and, under their general superintendence, to resident agents of Government in such Dessavonies of the said provinces in which it may please His Excellency to place such Agents, with more or less authority or jurisdiction, as by their several instructions may be vested in them, and of which the present disposition and arrangement is hereinafter contained.

Delegation of the Governor's authority to the Board of Commissioners and to resident agents in certain Dessavonies.

9. The Adigars, Dessaves, and all other Chiefs and inferior headmen shall perform duty to Government under the orders of the said Board of Commissioners and British Agents, and not otherwise.

All Chiefs to perform duty under the orders of the Board or other British Agents.

10. No person shall be considered entitled to execute office, either of the higher or lower class of headmen, unless thereto appointed by a written instrument, signed, in respect to superior Chiefs, by His Excellency the Governor, and for inferior headmen, by the Honourable the Resident, or provisionally, by any Agent of Government thereto duly authorized, excepting in certain villages or departments which will be allotted for personal services to the Dessaves, in which the Dessave shall, as before, have the sole privilege of making appointments.

No person to execute office, but under written appointments.

Signed by the Governor for superior Chiefs, and by the Resident for inferior headmen, or provisionally, by Agents in the Dessavonies.

Except in villages allotted to services of Dessaves

11. Honours shall be paid to all classes of Chiefs entitled to the same under the former Government, in so far as the same is consistent with the abolition, which the British Government is resolved to effect, of all degrading forms whereto both Chiefs and people were subjected under the ancient tyranny, and which a liberal administration abhors. All prostrations, therefore, from or to any person, including the Governor, are henceforth positively, as they were before virtually and in fact, abolished; and the necessity which existed that Chiefs or others, coming into the presence of the sovereign authority should remain on their knees, is also abrogated; but all Chiefs and other persons coming before, meeting or passing any British officers, civil or military, of rank and authority in the island of Ceylon, shall give up the middle of the road, and, if sitting, rise and make a suitable obeisance, which will be always duly acknowledged and returned.

Honours to be paid to Chiefs as before, except as under.

Prostrations abolished.

Kneeling in presence of the sovereign authority abrogated.

Respect to be paid to British officers of rank by Chiefs and others.

12. It is also in this respect directed, that on entering the hall of audience every person shall make obeisance to the portrait of His Majesty there suspended; and as well there as in any other court of justice to the presiding authority: and it is further directed that when His Excellency the Governor, and His Britannic Majesty's representatives, travels, he shall be attended by all the persons in office belonging to each province, in manner as they attended the former Kings of Kandy; except that the Dessaves may always use palanquins beyond the river Mahavillaganga, within which limit the Adigars only have this privilege: and that when any of the members of His Majesty's Council, or the Commissioners for the Kandian provinces, or the commanding officer of the troops in the Kandian provinces, travel into any province on duty, they be met and attended in such province in the same manner as the great Dessaves were and are to be attended in their provinces; likewise, the Resident, agents, and the officers commanding the troops in each province, are, in their provinces, to be similarly attended and receive like honours.

Respect to His Majesty's portrait in the hall of audience.

And to authority presiding in courts of justice.

Attendance on the Governor in travelling.

Attendance on other officers of Government travelling on duty.

13. The Chiefs holding the high offices of first and second Adigars will be received by all sentries, whom they may pass in the day, with carried arms; and by all soldiers off duty, or other Europeans, or persons of European extraction, by touching their caps or taking off their hats; and by all natives, whether Kandians or not, by rising from their seats, leaving the middle of the street clear, and bowing to the Adigars as they pass; and to all other Dessaves and other Chiefs, all natives coming into their presence, meeting or passing them, are to make a proper inclination of the body in acknowledgment of their rank.

Salute by sentries to the first and second Adigars.

Respect by Europeans.

By Natives.

Respect to other Chiefs.

14. The Adigars, Dessaves, and other Chiefs shall further be entitled to proper attendance of persons of the different departments, in such numbers as shall be determined by His Excellency on the report of the Board of Commissioners; provided that, where such persons are not belonging to the villages or departments allotted to the Adigar or Dessaves, the application for their attendance, when required, must be made to the Resident in Kandy, or to the Agents of Government in the provinces in which such agents may be stationed.

Attendance on Adigars, etc.

15. The persons entitled to sit in the hall of audience, or in the presence of the agents of Government, are those Chiefs only who bear commissions signed by the Governor, or to whom special license may by the same authority be given to that effect. Of these, only the two Adigars, or persons having the Governor's letter of license, can sit on chairs, the others on benches covered with mats of different heights according to their relative ranks, in the courts hereinafter mentioned

Persons entitled to sit in hall of audience or in presence of British agents.

of the agents of Government: when the assessors are Mohottales or Corls, they may sit on mats on the ground.

Respects to priests and processions of Budhoo religion.

General protection to all other religions.

Erection of places of worship under the Governor's license.

16. As well the priests as all the ceremonies and processions of the Budhoo religion shall receive the respect which in former times was shown them; at the same time it is in no wise to be understood that the protection of Government is to be denied to the peaceable exercise by all other persons of the religion which they respectively profess, or to the erection, under due license from His Excellency, of places of worship in proper situations.

Fees on appointments abolished, except in temple villages.

17. The Governor abolishes all fees payable for appointments either to Government or to any Chief, excepting for appointments in the temple villages, which will be made by the Resident on the recommendation of the Dewenileme or Basnaikenilemes appointed by the Governor; the Dewenileme or the Basnaikenileme receiving the usual fee. Also all duties payable heretofore to the Gobbedawas, are mudale awudge, and all other duties or taxes whatsoever, are abolished, save and except that now declared and enacted being a tax on all paddy-lands of a portion of the annual produce, under the following modfications and exceptions, and according to the following rates.

All taxes and duties abolished.

Except a general tax on paddy-land of a portion of the produce.

General rate of tax fixed at one-tenth of the annual produce.

18. The general assessment of tax on the entire paddy-lands of the Kandian provinces is fixed at one-tenth of the annual produce, to be delivered by the proprietor or cultivator at such convenient store-house in every province or sub-division of a province, as shall be, with due regard to the interests of the subject, appointed by or under the instructions of the revenue agent.

In certain districts which have stood firm in loyalty, the tax reduced to one-fourteenth.

19. To mark the just sense which His Excellency has of the loyalty and good conduct of the Chiefs and people of Oodanoora, the four Corls, the three Corls, and the following Corls of Saffregam, to wit, Kooroowiti Corl, Nawadoon Corl, Colonna Corl, Kukula Corl, Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Gonilaude, Kolutotte, Golttette, Mollemore, Piengiria, and Mulgamma; and the following Corls of the seven Corls, *viz.*, Tirigandahaye, excepting the villages Hewapolla, Katoopittiye, and Zorrewatere; Oodapola Corl, Kattugampaha Corl, Oodaokaka, Kattugampola Corl, Medapattoo, Petigal Corl, Yagame Corl, Rakawah Putteo Corl, Augaume Corl, Yatekuha Corl, and of the villages Pubilia, Kougahawelle, and Nikawelle, lying in the Oodoogodde Corl of Matele; the Governor declares that the rate of taxation in these provinces or Corls shall only be one-fourteenth part of the annual produce.

20. But, on the contrary, that it may be known that persons who are leaders in revolt or disobedience shall meet punishment, all lands which may have been declared forfeited by the misconduct of the proprietors, shall, if by the mercy of Government be restored to the former owners, pay a tax one-fifth of the annual produce.

All lands forfeited in rebellion, and which may be restored to the former owners, to pay one-fifth.

21. The Governor, desirous of showing the adherence of Government to its stipulations in favour of the religion of the people, exempts all lands, which now are the property of temples, from all taxation whatever; but, as certain inhabitants of those villages are liable to perform fixed gratuitous services also to the Crown, this obligation is to continue unaffected.

Temple lands exempted from taxation.

Reservation of gratuitous service from certain inhabitants of temple villages.

22. All lands now belonging to the following Chiefs, whose loyalty and adherence to the lawful government merits favor, *viz.*—

Lands belonging to certain loyal Chiefs exempted from tax.

Mollegodde Mahanileme,	Mahawalletene Nileme,
Mollegodde Nileme,	Doloswalle Nileme,
Ratwatte Nileme,	Eheyleyagodde Nileme,
Kadoogamoone Nileme,	Katugaha the elder,
Debigamme Nileme,	Katugaha the younger,
Mulligamme Nileme, lately Dessave of Welasse,	Damboolane Nileme,
Eknilligodde Nileme,	Godeagedere Nileme,
	Gonegodde Nileme, formerly Adikaran of Bintenne,

shall be free of duty during their lives; and that their heirs shall enjoy the same free of duty, excepting with regard to such as paid pingo duty which shall now and hereafter pay one-tenth to the Government of the annual produce, unless when exempted under the next clause.

23. All lands belonging to the Chiefs holding offices, either of the superior or inferior class, and of inferior headmen, shall, during the time they are in office, be free of duty.

Lands of Chiefs holding office exempted during the continuance in office.

24. All lands belonging to persons of the castes or departments allotted to the cutting of cinnamon, shall be free of duty: also lands held by persons, for which they are bound to cultivate or aid in the culture of the royal lands, and also the lands of such persons who may be allotted to the performance of personal service to the Dessaves by the Board of Commissioners; and of those who perform Katipurule or Attepattoo service gratuitously; it being well understood that the persons last mentioned have no right or authority whatever to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditiously and impartially.

Lands of cinnamon peelers exempted from taxation.

Also of cultivators of royal lands.

Also of attendants allotted to Dessaves, Katipurule, and Attepattoo people.

25. The veddas who possess no paddy lands shall continue to deliver to Government the usual tribute in wax.

Veddas to continue tribute of wax.

26. All presents to the Governor, or other British authorities, are strictly prohibited. In travelling, every officer, civil or military, chiefs, detachments of troops, or other servants of Government, on notice being given of their intended march or movement, are to be supplied with the provisions of the country in reasonable quantity, and on payment being made for the same at the current price.

All presents prohibited.

Provisions to British officers, Chiefs, troops, or other servants of Government travelling to be furnished for payment.

27. All fees on hearing of cases to Dessaves or others, except as hereafter mentioned, which are for the benefit of Government, shall be and are abolished.

Fees on hearing cases abolished.

28. The services of the Adigars, Dessaves, and other superior Chiefs to Government shall be compensated by fixed monthly salaries, in addition to the exemption of their lands from taxation.

Remuneration for service of superior Chiefs.

29. The services of the inferior Chiefs shall be compensated as above by exemption from taxation, and that they also receive one-twentieth part of the revenue paddy which they shall collect from the people under them, to be allotted in such portion as the Board of Commissioners shall, under the authority of Government, regulate.

Remuneration to inferior Chiefs.

30. All persons shall be liable to service for Government on the requisition of the Board of Commissioners and agent of Government, according to their former customs and families, or tenure of their lands, on payment being made for their labour; it being well understood that the Board of Commissioners under His Excellency's authority, may commute such description of service as, under present circumstances, is not usefully applicable to the public good, to such other as may be beneficial: and provided further, that the holding of lands duty-free shall be considered the payment for the service of the Katipurule and Attepattoo departments, and persons allotted to the Dessave's service; and also for the service to Government of certain persons of the temple villages and in part for those which cut cinnamon; and also that the duty of clearing and making roads, and putting up and repairing bridges, be considered a general gratuitous service falling on the districts through which the roads pass or wherein the bridges lie; and that the attendance on the great feast, which certain persons were bound to give, be continued to be given punctually and gratuitously. The washerman also shall continue to put up white cloths in the temples and for the Chiefs gratuitously.

All persons liable to general service for payment.

31. All Kadawettes and ancient barriers throughout the country shall be from henceforward discontinued and removed, and the establishments belonging to them for their maintenance and defence abolished; the services of the persons usually employed therein being applied to such other more beneficial purpose as the Board of Commissioners shall determine.

Kadawettes, and services attendant, abolished.

32. And it being necessary to provide rules for the service of certain persons who were to perform duty to the person of the King of Kandy, *viz.*, the kunama duwe, or palanquin bearers, the talpatawedunа karias, or talpat bearers, and pandan karias, or torch-bearers; it is ordered by the Governor, that such persons being paid for the same shall be bound to serve in their respective capacities the Governor, the members of His Majesty's Council, any general officer on the staff of this army, the Commissioners for Kandian affairs, the secretary for the Kandian provinces, and the officer commanding the troops in the interior.

Rules for service of kunama-duwe, talpatawedunа karias, and pandan karias.

33. And for ensuring the due execution of all the above ordinance relative to the collection of the revenue and performance of public duty by all Chiefs and others His Excellency empowers and directs that the Board of Commissioners in Kandy, collectively or in their several departments and the agents of Government in the provinces, shall punish all disobedience and neglect by suspension or dismissal from office, fine or imprisonment, as particular cases may require and deserve; provided that no person holding the Governor's commission may be absolutely dismissed, but by the same authority; and no other Chief but by the authority of the Honourable the Resident; but as well the commissioners as other agents, duly authorized by instructions from the Governor, may suspend Chiefs of the superior or inferior order, on their responsibility, for disobedience or neglect of the orders or interest of Government; reporting immediately, as the case may require, to the Governor or the Resident, their proceedings for approval or reversal.

Powers of agents of Government to punish neglect of duty.

34. And in order that justice may be duly, promptly, and impartially administered throughout the Kandian provinces to all classes, His Excellency the Governor is pleased to declare his pleasure to be touching the same, and to delegate and assign the following jurisdiction to the public officers of Government for hearing and determining cases wherein Kandians are concerned as defendants, either civil or criminal.

Details of judicial administrations in cases wherein Kandians are defendants.

35. Every agent of Government shall have power and jurisdiction to hear and determine alone civil cases wherein the object of dispute shall not be land and shall not exceed in value fifty Rix Dollars; and also criminal cases of inferior description, such as common assaults, petty thefts, and breaches of the peace, with power of awarding punishment, not exceeding a fine of Rix Dollars twenty-five, corporal punishment with a cat-o-nine-tails or rattan, not exceeding thirty lashes, and imprisonment with or without labour not exceeding two months; to which terms of imprisonment and fine such agents are also limited in punishing neglects or disobedience of orders, according to the provisions above detailed.

Powers of agents of Government sitting alone.

In civil cases.

In criminal cases.

36. The second or Judicial Commissioner shall, sitting alone, have power to hear and determine civil cases wherein the object in dispute shall not be land, and shall not exceed Rix Dollars one hundred in

Powers of Judicial Commissioners sitting alone.

value; and also criminal cases of inferior description, with powers of punishment as in the last clause conferred on agents of Government.

Courts to be held by Judicial Commissioners and agents duly authorized to consist of themselves and two Kandian assessors to try all civil cases and all criminal cases, except treason, murder, and homicide.

37. The second or Judicial Commissioner, and such agents of Government in the provinces to whom the Governor shall delegate the same by his instructions, shall hold at Kandy and in the provinces a court for the trial of all other civil cases, and of criminal cases, excepting treason, murder, or homicide, with powers, in criminal matters, to assess any punishment short of death or mutilation of limbs or member: which court shall consist, in Kandy, of the second Commissioner and two or more Chiefs; and in the provinces, of the agent of Government, and one or more Dessaves of the province, and one or more Mohottales or principal Corls so as there shall be at least two Kandian assessors, or two Mohottales or Corls, where no Dessave can attend.

Mode of decision in courts of agent of Government.

Reference in certain cases to court of Judicial Commissioner.

38. The decisions of the courts in the provinces shall be by the agent of Government, the Kandian assessors giving their advice; and where the opinion of the majority of such assessors differs from the opinion of the agent of Government, there shall be no immediate decision; but the proceedings shall be transferred to the court of the second Commissioner, who may either decide on the proceedings had in the original court, or send to for the parties and witnesses, and re-hear the case or take or order the agent to take further evidence, and shall decide the same.

Appeals to Judicial Commissioner.

39. Appeals also shall lie from the decisions of such agents to the court aforesaid of the second Commissioner, in civil cases, if the appeal is entered before the agent in ten days from his decree and the object in dispute be either land or personal property exceeding Rix Dollars one hundred and fifty in value; in which case execution shall stay, and the proceedings be transmitted to the said Commissioner's court, which shall and may proceed in the same as in the cases mentioned in the former Article. But appeals also may be allowed upon order of the Governor or the Board of Commissioners, although not entered in ten days, if application is made in a year.

Mode of decision in court of Judicial Commissioner.

Reference in certain cases through the Board of Commissioners to the Governor.

40. The decisions in the court of the second Commissioner shall be by the said Commissioner, the Kandian assessors giving their advice; and if the opinion of the majority of such assessors shall be different from that of the second Commissioner, the case, whether originally instituted or in appeal, or reference from the agent of Government, shall be transferred to the collective Board, and by them reported on to His Excellency the Governor, whose decision thereon shall be conclusive and without appeal; but that in civil cases decided by second Commissioner, either in original or brought before him by appeal or references,

Appeals to the Governor.

appeal shall lie to the Governor if entered before the second Commissioner in ten days from his decree, and if the object in dispute be either land or personal property, exceeding in value one hundred and fifty Rix Dollars, in which case execution of the decree shall be stayed, and the proceedings be transmitted to the Governor. But appeal may be allowed by order of the Governor, on application, within one year from the date of the decree.

Disposal of appeals by the Governor.

41. Appeals to the Governor will be disposed of by His Excellency in correspondence with the Board of Commissioners according to justice.

Limitation as to execution of sentences in criminal cases.

42. In criminal cases no sentence, either by the second Commissioner or the agents of Government, shall be carried into effect if it awards corporal punishment exceeding one hundred lashes, imprisonment with or without chains or labour exceeding four months or fine exceeding fifty Rix Dollars, unless after reference to the Governor through the Board of Commissioners, which will report on the case and sentence, and after His Excellency's confirmation of such sentence.

The Resident may preside in court of Judicial Commissioner or hold a separate court.

43. The Honourable the Resident may, when he thinks needful, assist and preside in the court of the Judicial Commissioner; and that the Resident may also hold a court for hearing cases, to consist of himself and two Kandian Chiefs or assessors, under the provisions respecting references, and appeals, and limitation of execution of sentences in criminal cases, prescribed to the Judicial Commissioner; and to preserve regularity the records of such the Resident's judicial proceedings in each case shall be deposited with the Judicial Commissioner on the conclusion of the same.

Mode of proceeding in cases of treason, murder, or homicide.

44. In all cases of treason, murder, or homicide, the trial shall be before the courts of the Resident or of the second Commissioner and his Kandian assessors, whose opinion as to the guilt of the defendant, and the sentence to be passed on any one convicted, is to be reported, through the Board of Commissioners, with their opinion also, to His Excellency the Governor for his determination.

Jurisdiction, where superior Chiefs are defendants, reserved to second Commissioner.

45. All cases, criminal or civil, in which a superior Chief is defendant, shall be originally instituted and heard before the Resident or the second Commissioner; that all other cases shall be instituted before the jurisdiction in which the defendant resides. Provided, that in civil cases the plaintiff may appoint an attorney to prosecute in his behalf, as may the defendant to defend his case.

Jurisdiction in other cases.

Assessment of fines in civil suits.

46. In civil cases the losing party may be, by the second Commissioner or agent of Government, discretionally ordered to pay a sum to Government of one-twentieth part of the value of the object in dispute not exceeding in any case Rix Dollars fifty.

47. The first and second Adigars shall and may execute civil jurisdiction over all Katipurules and their property, subject to appeal to the second Commissioner; and also over such other persons and property as the Governor may, by special warrant, assign to the jurisdiction of either of these two great officers, subject to appeal as aforementioned; and that the second Commissioner, or any agent of Government, may refer cases for hearing, and report to him in his court to the Adigar, Dessaves, or Mohottales.

Civil jurisdiction of first and second Adigars.

48. The Adigars shall have jurisdiction to punish disobedience of their orders, and petty offences, by inflicting corporal punishment not exceeding fifty strokes with the open hand, or twenty-five with a rattan, on the back, or by awarding imprisonment for a term not exceeding fourteen days.

Criminal jurisdiction of Adigars.

49. The Dessaves or Chiefs holding the Governor's commission may also punish offences by corporal punishment not exceeding twenty-five strokes with the open hand and by imprisonment for a term not exceeding seven days; and similarly the principal Mohottales, Lieunerales, and Corls, being in office, may inflict corporal punishment for offences on persons over whom they might have exercised such jurisdiction under the former Government, not exceeding ten strokes with the open hand, and may imprison such persons for a term not exceeding three days; provided that the several persons on whom the above power is exercised shall be duly and lawfully subject to the orders of such Adigar, Dessave, Chief, Mohottale, Lieunerale, or Corl; and that no such power shall be exercised on persons holding office, or on persons of the low country, foreigners, or on Moormen of the Kandian provinces; and provided that in all cases where imprisonment is awarded for a term exceeding three days, the prisoner be sent, with a note of the sentence, to the second Commissioner or the nearest agent of Government to be confined.

Of Dessaves.

Of Mohottales and Corls.

50. To ensure a due and uniform administration of justice, it is declared and enacted by His Excellency that all evidence before the Resident, the second Commissioner, or other agent of Government, in a civil or criminal case, shall be taken on oath; which oath, in the case of Kandian or Hindoo witnesses, shall be administered after the evidence is taken (the witness being previously warned that such will be the case), at the nearest dewale, before a Commissioner or Commissioners ordered by the court to see that the witness declares solemnly that the evidence he has given is the truth, the whole truth, and nothing but the truth; that no exemption can lie to this mode of giving evidence, except when Budhist priests are examined; and that every person except a priest, giving evidence, must stand while he delivers it.

Mode of receiving evidence and administering oath to Pagans.

51. The people of the low country, and foreigners coming into the Kandian provinces, shall continue subject to the civil and criminal jurisdiction of the agents of Government alone, with such extension as His Excellency may, by special additional instructions, vest in such agents, and under the limitation as to execution of sentences in criminal cases hereinbefore provided as to Kandians,

Jurisdiction over foreigners.

in the 42nd clause, until reference to the Governor through the Board of Commissioners, excepting in cases of treason, murder, and homicide, in which such persons shall be subject to the same jurisdiction now provided for Kandians; and that the same line shall be pursued in cases wherein a Kandian Moorman shall be defendant.

And over Kandian Moormen.

52. And His Excellency the Governor takes this occasion to confirm the provisions of his proclamation of the 2nd March 1818 respecting the Moormen; but to explain that they are nevertheless, when living in the villages wherein also Kandians reside, to obey the orders of the Kandian Chief or headman of the village, on pain of punishment by the agent of Government for disobedience, notwithstanding anything in the said proclamation contained.

Confirmation of privileges of Moormen.

53. According to such known rules justice will be accessible to every man, high or low, rich or poor, with all practicable convenience, and the confident knowledge of impartiality of decision. And to give effect to this plan for the administration of justice, and to collect the public revenue and ensure the execution of public duties, His Excellency is pleased to assign to the immediate control and exercise of jurisdiction of the Board of Commissioners the following provinces: the four Corls, Matele, Oodapalata, including Upper Bulatgamme, Oodanoora, Yatenoora, Tumpanne, Harrissiapattoo, Doombera, Hewahette, Kotmale, the part of Walapana lying west of the Kuda and Oomaoya, and the Hooroole, Tamirawane, Mamiuiya, and Ollagalla Pattoos of Nuwera Kalawiye; in all which the higher judicial duties and the collection of revenues will be made by the Commissioners of the Board; but in those limits there will be besides two agents of Government to hear minor cases at Attapittia in the four Corls, and at Naleude in Matele.

Exclusive local jurisdiction of Board of Commissioners.

Agents of Government to hear minor cases in four Corls and Matele.

54. There will be an agent of Government resident in Ouva, to whose immediate jurisdiction are assigned the provinces of Ouva, Wellasse, Bentenne, Weveloowa, and the royal village of Madulla; all civil and criminal cases will be heard by him, with the exceptions mentioned and under the rules detailed above. He will give orders to collect revenue, perform public service, suspend and punish headmen for disobedience, and exercise general powers of Government in those limits, subject to the superintendence of the Board of Commissioners.

Powers of Agent of Government in Ouva

55. Similarly, an agent of Government in the seven Corls will exercise jurisdiction over that province and the northern part of Nuwere Kalawiye; an agent of Government in Saffregam will perform like duties in that province; an agent of Government will reside in the three Corls with like powers; and the Collector of Trincomalee will hear all cases and collect the revenue, and cause public service to be performed in the same manner in Tamankadewe.

Similar in the seven Corls.

Three Corls.

Of Collector of Trincomalee in Tamankadewe.

56. In all matters not provided for by this proclamation, or other proclamations heretofore promulgated by the authority of the British Government, His Excellency reserves to himself and his successors the power of reforming abuses, and making such provision as is necessary, beneficial or desirable. He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient; and he requires, in His Majesty's name, all officers, civil and military, all Adigars, Dessaves, and other Chiefs, and all other His Majesty's subjects, to be obedient, aiding and assisting in the execution of these or other his orders, as they shall answer the contrary at their peril.

Reservation of powers of making further provisions and alterations.

Enjoining general obedience.

Given at Kandy, in the said island of Ceylon this twenty first day of November one thousand eight hundred and eighteen.

By His Excellency's Command,

(Sd.) GEORGE LUSIGNAN,

Secretary for Kandian Provinces.

GOD SAVE THE KING.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

HYDERABAD.

THE fortunes of the present ruling family of Hyderabad were founded by Kamr-ud-din Asaf Jah, a distinguished soldier of the Emperor Aurangzeb, who in 1713 was appointed Nizam-ul-Mulk and Subadar of the Deccan, but eventually threw off the control of the Delhi Court. Asaf Jah died in 1748, and was succeeded by his second son, Nasir Jang, in the absence of the eldest son, Ghazi-ud-din Khan, who was holding high office at the Court of Delhi. The claims of Nasir Jang were disputed by Muzaffar Jang, his nephew, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment, through his influence, of Muzaffar Jang as Subadar of the Deccan, and of Chanda Sahib, a claimant for the Nawabship of the Carnatic, means of securing the ascendancy of the French in India. The support which Muzaffar Jang received from the French was, in those times, of itself sufficient reason to induce the English to lend their aid to Nasir Jang. Muzaffar Jang fell into the hands of his uncle, by whom he was imprisoned, but in the following year, after the murder of Nasir Jang by Pathan rebels, he was released, and with the support of the French assumed the authority of Subadar. After his accession Muzaffar Jang received into his service a body of French troops under command of Bussy, and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam. He was soon after killed in a mutiny of his troops. His only son being a minor, Salabat Jang, the third son of Asaf Jah, was placed in power by the influence of the French, in gratitude for which Salabat Jang confirmed many of the privileges enjoyed by them, and assigned several districts in the northern Circars (Sarkars) for the pay and equipment of the French auxiliaries in his service.

On the outbreak of the war between France and England in 1756, the French were driven out of the northern Circars by an English force. Salabat

Jang advanced to oppose the English, but did not feel himself strong enough to risk a battle without the aid of his French auxiliaries, who had been recalled by Count Lally. He accordingly concluded a Treaty (No. LXXVIII) in 1759 with the English. This granted the seaport of Masulipatam and other districts, comprising altogether an area of about 700 square miles,* to the English in inam, and bound Salabat Jung to exclude the French from his dominions. The acquisitions of the English in the northern Circars were confirmed by a farman of the Emperor of Delhi in 1765, at the time when the Diwani of Bengal, Behar, and Orissa was obtained by the same power.

Salabat Jang was deposed in 1761 by his younger brother Nizam Ali, and died two years afterwards in prison. In 1765 Nizam Ali devastated the Carnatic, but was driven back. At the same time an English force took possession of the Carnatic in virtue of a farman from the Emperor of Delhi. The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, which was then labouring under pecuniary difficulties, deputed General Calliaud to Hyderabad to negotiate peace. The negotiations resulted in 1766 in a Treaty (No. LXXIX), by which, in return for the Circars of Ellore, Chicacole, Rajahmundry (Rajamahendri), Mustafanagar, and Murtizanagar or Guntur, the British Government agreed to furnish the Nizam with a subsidiary force when required, and to pay nine lakhs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops. The Circar of Guntur, which the Nizam had given in jagir to his brother Basalat Jang, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnatic.

Under this treaty a corps of two battalions joined the Nizam for the reduction of the fort of Bangalore, then in the possession of Haidar Ali of Mysore, with whom the British Government was then on hostile terms; but it was soon withdrawn in consequence of the Nizam having treacherously deserted the British alliance and invaded the Carnatic in conjunction with Haidar Ali. The Nizam, however, was soon compelled to separate from Haidar, and in 1768 another Treaty (No. LXXX) was concluded between the British Government and the Nawab of the Carnatic on the one part, and the Nizam on the other. By this treaty the Nizam revoked all sanads granted to Haidar Ali by the Subadars of the Deccan; agreed to cede to the English the Diwani

* *See* explanatory note appended to No. LXXVIII.

of the Carnatic above the ghats which had been seized by Haidar Ali, on condition of their paying him seven lakhs of rupees a year; pledged himself not to interfere with the possessions of the Nawab of the Carnatic; and agreed to accept a reduced payment for the northern Circars. The engagement between the English and the Nizam mutually to assist each other with troops was altered. The British Government undertook to furnish the Nizam on his requisition with two battalions of sepoys with guns, subject to the conditions that the Nizam would defray the cost of the force, and that it would not be employed against any person in alliance with the English.

In consequence of the action of Basalat Jang in collecting French troops in Guntur, it became necessary in 1774 to call on the Nizam to order their removal. No results followed the Nizam's orders. But in 1779 Basalat Jang, threatened by Haidar Ali, craved the protection of the English and agreed with the Madras Government (No. LXXXI) to rent to them the Guntur district, to dismiss the French troops, and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the treaty of 1768, and was disallowed by the Government of India. The district of Guntur, which in the meantime had been transferred to the Nawab of the Carnatic on a ten years' lease, was restored to the Nizam's officers.

In 1782 Basalat Jang died, and the Guntur Circar, which ought to have lapsed to the English, was retained by the Nizam's officers. In 1788 a Resident was sent to Hyderabad for the first time, the objects of his mission being to demand restitution of the district, and to adjust the tribute due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntur was complied with (No. LXXXII); but the dispute regarding the arrears of tribute could not be adjusted at Hyderabad. It was by mutual consent referred to the decision of the Governor-General, and Mir Abdul Kasim was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues which had been irregularly collected from Guntur by the Nizam, the arrears due by the British Government were reduced to the sum of Rupees 9,16,665. The mission of Mir Abdul Kasim was productive in 1789 of a new Engagement (No. LXXXIII), explanatory of the treaty of 1768. By this engagement, which was in the form of a letter from Lord Cornwallis but was declared to be as binding on the British Government as a regular treaty, it was explained that the words in the 6th article of the treaty of 1768

"whenever the situation of affairs will allow of such a body of troops to march into the Deccan," should be understood to mean that the force engaged for by that article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government.

On the breaking out of the first war with Tipu Sultan, Lord Cornwallis succeeded in securing the co-operation of the Nizam by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive alliance (No. LXXXIV) was concluded with him on the 4th July 1790. By this treaty, to which the Peshwa was made a party, it was stipulated that the Nizam and the Peshwa should invade Tipu's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government; that an equal division should be made of the territories conquered; that certain palegars (polygars) and zamindars who had formerly been dependent on the Nizam and the Peshwa should be placed on their former footing; and that if, after the conclusion of peace, Tipu should attack any of the contracting parties, the others should join in punishing him. On the termination of the war territories yielding an annual revenue of 13,16,000 pagodas were made over to the Nizam as his share of the conquests.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite treaty the mutual guarantee against Tipu which had been stipulated for in the treaty of 1790. But owing to the delay and evasions of the Peshwa, whose designs against Tipu and the Nizam would have been frustrated by the engagements proposed, the conclusion of the treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Mahrattas revived a claim against the Nizam for arrears of chauth, and threatened hostilities if it were not satisfied. The Nizam applied to the British Government for aid, but Sir John Shore was precluded by the treaties with the Mahrattas from interfering further than as a mediator. The war which broke out in 1795 terminated in the convention of Kurdla, by which the Nizam was compelled to cede to the Mahrattas territories yielding a revenue of thirty-five lakhs of rupees, to pay three crores of rupees, and to give his minister, Azam-ul-Umara, as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Rao Peshwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a body of troops commanded by French officers, and to dismiss the British subsidiary force. Friendly relations with him were therefore threatened with rupture; but before matters came to a crisis the rebellion of his son, Ali Jah, compelled him to beg that the subsidiary force might be sent back. The return of the minister Azam-ul-Umara from Poona was also favourable to British influence, and as the threatening attitude of Tipu made a closer connection with Hyderabad desirable, a Treaty (No. LXXXV) was concluded on the 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions, costing rupees 24,17,100 a year; the Nizam's French corps was to be disbanded; and the British Government was to arbitrate between the Nizam and the Peshwa, or, in the event of the Peshwa not consenting to that arrangement, to protect the Nizam from any unjust and unreasonable demands of the Mahrattas.

On the outbreak of the second war with Tipu in 1799, the subsidiary force and the Nizam's army co-operated with the British troops, and after the fall of Seringapatam the Nizam received by the partition treaty of Mysore (No. LXXXVI) districts yielding 6,07,332 pagodas. To these were subsequently added two-thirds of the territories which were offered to, but rejected by, the Peshwa. The jealousy with which the Mahrattas viewed the operations against Tipu, and the threatening attitude which they assumed, led the British Government again to strengthen their connection with the Nizam, and a new Treaty (No. LXXXVII) was concluded with him on the 12th October 1800, by which two battalions of infantry and one regiment of cavalry were added to the subsidiary force, while to secure the payment of the force the Nizam ceded all the territories he had acquired by the Mysore treaties of 1792 and 1799, yielding about 17,58,000 pagodas, subject to some exchanges to secure a well-defined boundary. The treaty regulated the duties on which the subsidiary force was to be employed, secured the Nizam in the sovereignty of his dominions prohibited his entering into political negotiations with other States, and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Mahratta war, and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Daulatabad and Darur, an additional article was added to the treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon.

In 1802 a Treaty (No. LXXXVIII) was concluded with a view to check excessive taxation levied by the Nizam's officials. This treaty provided for the free transit of articles of commerce between British and Hyderabad territories, abolished transit duties, limited import and export, or customs, duties to 5 per cent. *ad valorem*, to be collected once for all at fixed places.

Nizam Ali died in 1803 and was succeeded by his son, Sikandar Jah, who went through the form of obtaining the confirmation of the Emperor of Delhi. On his accession all existing treaties with the British Government were confirmed (No. LXXXIX). At the close of the Mahratta war the Nizam received by the partition Treaty of Hyderabad (No. XC), dated the 28th April 1804, the cession of the Deccan territories conquered from Sindhia and Nagpur.

In 1808 died Mir Alam, the Nizam's able minister and a sincere friend of the British Government. The two persons who stood highest in competition for the vacant post were Munir-ul-Mulk, son-in-law of Mir Alam, and Shams-ul-Umara, chief of the military party in the State. Lord Minto, whose advice had been spontaneously sought by the Nizam, recommended the appointment of the latter; but the Nizam did not accept the advice and selected Munir-ul-Mulk in preference. As a condition of the appointment of the new minister, however, the Nizam required him to enter into an agreement that the affairs of the State should be conducted through the agency of one Chandu Lal, a custom which had prevailed from the time of the death of Mir Abdul Kasim. The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration. Chandu Lal was a staunch supporter of British interests throughout the long and not altogether friendly rule of Sikandar Jah, and under him the reform of the military establishments was commenced, and a regular army disciplined by British officers was organised. Various views have been taken of Chandu Lal's character. But whatever may have been his faults, he was the only person that could be found at Hyderabad capable of carrying on the administration, and neither the Nizam himself nor successive Residents, who were not all well-disposed to Chandu Lal, could find a better man to fill his place.

The Nizam's army proved of much service in the Pindari and Mahratta wars in 1817, and after the overthrow of the Peshwa these services were recognised by the Treaty of the 12th December 1822 (No. XCI), whereby the Nizam received a considerable accession of territory, was released from all arrears of tribute which he owed to the Peshwa, and from all future demands

of it, and some exchanges of territory were effected to secure a well-defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him—a stipulation which has led to constant discussions with his Government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rupees 1,00,147.

Sikandar Jah died in 1829, and was succeeded by Nasir-ud-Daula, with whom a Treaty (No. XCII) was concluded in 1831, confirming all existing treaties. During the latter years of Sikandar Jah's rule the administration of the country had fallen into great disorder. The revenues of the State were farmed to contractors, who were practically supreme in their several districts. In consequence the grossest oppression prevailed, and the disciplined force under British officers was repeatedly called out to repress local rebellion. The country was infested with robber bands, and the roads were unsafe except for persons travelling with large armed escorts. For the restoration of order it became necessary to employ British officers in the different districts. They settled the amount of revenue to be levied, and under their administration the country soon improved. The State, moreover, was deeply involved in debt, both to merchants and to the British Government. The annual payments to the Nizam for the northern Circars were accordingly capitalised for a sum of Rupees 1,66,66,666, by which the Nizam's government was temporarily extricated from its difficulties.

When Nasir-ud-Daula succeeded, he requested that the direct interference of the British officers in the administration might be discontinued. His request was complied with. He was assured that, provided he maintained the revenue settlements made by the British officers until the period for which they were made should expire, the British Government would withdraw from all interference, and the Nizam would be absolute both in the selection and removal of his minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrule. Every department of the government became disorganised, and the credit of the State was so bad that bankers refused to grant loans. Chandu Lal finding himself unable to cope with the financial embarrassments, resigned the office of minister on the 6th September 1843. His long and distinguished services to the Hyderabad State were highly praised by Lord Ellenborough.

For some months the Nizam endeavoured to carry on the administration

himself, but at length, with the approval of the British Government, he appointed as his minister Suraj-ul-Mulk, son of the former minister Munir-ul-Mulk. In the meantime the pay of the contingent had fallen greatly into arrears and advances had to be made from the British treasury. By the 12th article of the treaty of 1800 the Nizam agreed in time of war to furnish 6,000 infantry and 9,000 cavalry to co-operate with the British army, and to use every effort to bring the whole force of his dominions into the field as speedily as possible. The Nizam's troops had proved very inefficient in the first Mahratta war, and after the conclusion of the campaign various schemes were from time to time proposed for their reform, but with little success. At length in 1813 one of the corps at Hyderabad mutinied, and in their place Chandu Lal raised two battalions, who were armed, clothed, and equipped like the Company's troops.

It soon became necessary to make advances from the British treasury for the payment of this contingent force of reformed troops; and in 1843 the Nizam was distinctly informed that, in the event of application for further advances, a territorial security for the payment of the debt would be demanded. No efforts, however, were made to pay off the debt on account of the contingent either by Suraj-ul-Mulk or by his successors in office, Amjad-ul-Mulk and Shams-ul-Umara, who were appointed in 1848 and 1849 with the approval of the British Government. In 1849 a requisition was made for the payment of the debt by the 31st December 1850. No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which then amounted to upwards of Rupees 78,00,000. A payment of Rupees 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the remainder. The demand for a territorial cession was therefore withdrawn. But no real improvement followed. The Resident was again obliged to make advances for the payment of the contingent, and in 1853 the debt had again risen to upwards of Rupees 45,00,000.

Some new arrangement was therefore absolutely necessary. Accordingly in 1853 a new Treaty (No. XCIII) was concluded with the Nizam. By this the British Government agreed to maintain an auxiliary force of not less than 5,000 infantry, 2,000 cavalry, and four field batteries of artillery. In order to provide for the payment of the force, and for certain pensions and the interest on the debt, the Nizam assigned in trust districts in Berar, Dharaseo and the Raichur

Doab, which were estimated to yield a gross revenue of fifty lakhs of rupees. It was also agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this treaty the Nizam, while retaining the full use of the subsidiary force and contingent, was released from the unlimited obligation of service in time of war. The contingent ceased to be part of the Nizam's army, and became an auxiliary force kept up by the British Government for the Nizam's use under the name of the Hyderabad contingent.

Nasir-ud-Daula died in 1857, and was succeeded by his eldest son, Afzal-ud-Daula. During the mutinies of 1857 the maintenance of order at Hyderabad was important for the success of the military operations in the Deccan and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on the 17th July 1857 an attack was made on the Residency, but it was repulsed. The efforts of the Resident to preserve order were ably seconded by the Nizam's Minister, Salar Jang, a nephew of Suraj-ul-Mulk, who had been appointed, with the approval of the British Government, on his uncle's death in 1853.

The provisions of the treaty of 1853, which required the submission of annual accounts of the Assigned Districts to the Nizam, were productive of inconvenience and embarrassing discussions. Difficulties had also arisen regarding the levy of the 5 per cent. duty on goods under the commercial treaty of 1802. To remove these difficulties, and at the same time to reward the Nizam for his services in 1857, a new Treaty (No. XCIV) was concluded in December 1860. By this the debt of fifty lakhs due by the Nizam was cancelled, the territory of Shorapur, which had been confiscated for the rebellion of the Raja, was ceded to the Nizam, and the districts of Dharaseo and the Raichur Doab were restored to him.

On the other hand, the Nizam ceded certain districts on the left bank of the Godavari, freed the traffic on that river from all duties, and agreed that the remaining assigned districts in Berar should be held in trust by the British Government for the purposes specified in the treaty of 1853, but that no demand for the accounts of the receipts or expenditure of the districts should be made. Applications for the restoration of the Hyderabad Assigned Districts have on more than one occasion been made, but the British Government has declined to make any essential alteration in the arrangements provided for by the treaties of 1853 and 1860. Under British administration

the revenue of Berar has greatly increased; and a large surplus has been paid over to the Hyderabad State under the treaty provisions.

The treaty of 1860 does not affect the customs duties levied on goods imported to or exported from the Nizam's territories. The limit for these remains as before at 5 per cent. *ad valorem*.

In 1864 the Minister drew up, in consultation with the Resident, rules to regulate the collection in Hyderabad territory of the customs duties admissible under the treaty of 1802. The schedules attached to the rules contained a list of articles which were to be taxed at a certain sum for a certain weight, the rates representing at the time, approximately, 5 per cent. *ad valorem*, and being liable to increase or reduction from time to time. The rules were approved by the Government of India.

In 1875 the Nizam's Government adopted the proposal of the British Government that article 3 of the commercial treaty of 1802 should not in future be held to apply to the transit of salt manufactured in Hyderabad territory (No. XCV)..

Owing to a disagreement the Nizam resolved in 1861 to remove Salar Jang from office, notwithstanding the remonstrances of the Resident. But the British Government refused to countenance the measure, and Salar Jang was maintained in office. Differences again arose between the Nizam and his minister in 1867, but were eventually arranged, and Sir Salar Jang continued to hold the office of which he had felt compelled to tender his resignation. The opportunity was taken to impress upon the Nizam the advisability of giving his entire confidence to a minister who had ruled the State with so much ability, and to point out the serious consequences which a relapse into misrule would entail on the Hyderabad State.

In August 1860 the Nizam agreed (No. XCVI) to cede the land required for railway purposes in the Raichur Doab, and in 1870 an Agreement (No. XCVII) was concluded between the British Government and the Nizam, providing for the construction of a railway to connect Hyderabad with the Great Indian Peninsula Railway. The main points of the agreement were that the Hyderabad State, with the aid of shareholders, should provide the capital necessary for the construction, maintenance and working of the railway, including provision of land, payment of compensation, and cost of survey; and that the British Government should construct and manage the railway on behalf of the Nizam, who should receive all profits derived from the working.

In 1861 the Nizam issued a Sanad (No. XCVIII) declaratory of the Resident's authority to inquire into and punish offences committed by Europeans and others in the Hyderabad territory.

The Nizam received in 1862 a guarantee (No. XCIX) that any succession to his State, which might be in accordance with Muhammadan law and the customs of his family, would be recognised.

In 1867 an Extradition Treaty (No. C) was concluded between the British Government and the Nizam. In this treaty the two Governments agreed to act upon a system of strict reciprocity in surrendering persons charged with any of the offences mentioned in article 4, provided that in each case the accused was a subject of the Government making the requisition for his surrender, that the offence had been committed within the territory belonging to, or administered by, such Government, and that the application for surrender of the accused person was duly made and supported by such evidence of his criminality as, according to the laws of the country in which he was found, would justify his arrest and sustain the charge if the offence had been committed there.

The procedure prescribed by this treaty for the extradition of offenders from British India to the Hyderabad State is less simple and effective than the procedure prescribed by the law relating to the extradition of offenders in force in British India. The treaty has therefore been recently modified by a supplementary Agreement made with His Highness the Nizam on the 21st July 1887 (No. CI). This provides that the treaty shall no longer apply to cases of extradition of offenders from British India to the Hyderabad State: but that the procedure prescribed by the law for the extradition of offenders for the time being in force in British India shall be followed in every such case.

The Nizam Afzal-ud-Daula, who had been created a Knight Grand Commander of the Most Exalted Order of the Star of India, died after a short illness on the 26th February 1869. His only son, Mir Mahbub Ali Khan, then not three years of age, was placed on the masnad by the British Resident, and the joint administration of affairs during the young Nizam's minority was entrusted to Sir Salar Jang and Nawab Shams-ul-Umara. The education of the young Nizam was an object of much solicitude to the British Government, and a guarantee was obtained from the ministers that when the proper time arrived an English gentleman should be entrusted with the duty of superintending it. In 1874 Captain John Clerk was appointed for the purpose, and he con-

tinued in the post until the year 1876, when he was succeeded by his brother, Captain Claude Clerk, whose employment came to an end in June 1887.

In 1871 (No. CII) an exchange of villages was agreed to with a view to the rectification of that portion of the border of the Assigned Districts in Berar which touches on the territories administered by the Nizam's Government. It was understood that this arrangement in no way affected the conditions under which the Assigned Districts were held by the British Government, and that in the transferred villages the assessments introduced under British management would be maintained.

By the treaty of the 2nd December 1871 (*see* Gwalior, Vol. IV) Sindhia ceded to the British Government his rights and interests of every description in certain ancestral villages which he possessed within the territories of the Nizam. As it was desirable to transfer the rights and interests which the British Government had thus acquired in these villages to the Hyderabad State, a Memorandum of Agreement (No. CIII) was signed on the 13th August 1872, by which the villages in question were ceded to the Nizam, who in return ceded to the British Government in full sovereignty certain villages in the Bombay Presidency.

His Highness the Nizam, Mir Mahbub Ali Khan, attended the Imperial Assemblage at Delhi, and was present when Her Majesty the Queen was proclaimed Empress of India. The Nizam's salute was at this time raised from 19 to 21 guns.

A Postal Agreement (No. CIV) was executed by the Nizam's Government in August 1882, making provision for the interchange of mails between the British and Nizam's Post Offices under certain conditions.

It had been proposed that the Nizam should visit England in the year 1883, but this arrangement fell through owing to the death of Sir Salar Jang on the 8th February 1883. During the year that had still to elapse before the Nizam came of age the administration was entrusted to the Peshkar, Maharaja Narindar Parshad, and Mir Laik Ali, the elder son of Sir Salar Jang, who were entitled respectively Senior and Junior Administrators. There was also a Council of Regency composed of the Peshkar and the Nawabs Khurshid Jah and Bashir-ud-Daula. The Nizam presided over the Council, and Mir Laik Ali, who assumed his father's title of Salar Jang, acted as its Secretary, but they had no votes.

In order to protect the interests of both the British and the Nizam's

Government in the matter of the opium revenue, an Agreement (No. CV) was executed on the 29th October 1883. This prohibited the cultivation of poppy and the manufacture of opium in the Nizam's territory, and regulated the import, export, transport, possession and sale of the drug. It also provided that any alterations made in the Opium Rules of His Highness's Government should be communicated to the Resident, and that the Opium Agent at Indore should issue passes for opium required by the Nizam's Government, and levy on behalf of His Highness's Government a pass duty, at a rate of not less than Rupees 600 per chest of lbs. 140, on opium consigned to the Hyderabad territory, the duty being remitted to the Nizam's Minister through the Resident at Hyderabad. The pass duty has, however, ever since been levied at the rate of Rupees 700 per chest. The arrangement effected by this agreement has considerably increased the opium revenue of the Hyderabad State, which in 1880 was estimated at Rupees 69,062, while the amount of pass duty alone levied and paid to the Minister in 1889 was Rupees 2,57,250.

With the consent of the Government of India the Nizam's Government entered into an Agreement (No. CVI) on the 27th December 1883 with His Highness the Nizam's Guaranteed State Railways Company, by which the Company purchased, on certain conditions, the railway line from Wadi to Secunderabad, and undertook to construct new lines from Secunderabad to Warangal, thence to Bezwada, and also in a northerly direction. In connection with the transfer of the railway to the Company, an Agreement (No. CVII) was made between the Nizam's Government and the Government of India on the 30th April 1885, with the object of securing the due fulfilment by the Railway Company of certain obligations affecting rights reserved to the Government of India.

Full jurisdiction has been granted by His Highness the Nizam to the British Government within the lands in His Highness's territory which are occupied, or may hereafter be occupied, by His Highness the Nizam's Guaranteed State Railways Company, the Great Indian Peninsula Railway, the Madras Railway, the Southern Mahratta Railway, and the Dhond and Manmad Railway, including lands taken up for stations, out-buildings, and for any other railway purpose.

On the 5th February 1884 the Nizam came of age and was invested with full powers of administration by the Viceroy, the Marquis of Ripon. His Highness, with the concurrence of the Government of India, appointed Salar Jang II to be Minister. The Nizam was invested with the insignia

of a Knight Grand Commander of the Most Exalted Order of the Star of India on the 6th February 1885.

The title of Knight Commander of the Most Eminent Order of the Indian Empire was conferred on the Nawab Salar Jang II on the 16th February 1887, and on the Nawabs Bashir-ud-Daula Asman Jah and Shams-ul-Umara Khurshid Jah on the 2nd January 1888.

On the 7th January 1886 an Agreement (No. CVIII) was executed by the Nizam's Government, by which certain mining rights in His Highness's territory were assigned to concessionaires, who undertook to form a company for the purpose of carrying out mining operations. Certain transactions connected with the formation of the mining company, called the Hyderabad (Deccan) Company, Limited, subsequently became the subject of controversy, and a further Agreement (No. CIX) was executed on the 2nd January 1890 between the Nizam's Government, the Hyderabad (Deccan) Company and the original concessionaires.

In October 1886 the Nizam's Government consented to the application of the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder to all telegraph lines in the Hyderabad State, and an order on the subject was issued in 1887 in the *Jarida* or State Gazette (No. CX).

Sir Salar Jang II resigned his appointment as Minister in April 1887, and the Nizam, with the concurrence of the Government of India, appointed in July 1887 the Nawab Bashir-ud-Daula (Sir Asman Jah) to the vacant post, which he still holds. During the interval between April and July 1887 the business of the State was conducted by the Nizam himself with the help of Colonel C. H. T. Marshall, of the Punjab Commission, who had been appointed in March 1887, at the Nizam's request, to be Private Secretary to His Highness. Colonel Marshall resigned his appointment as Private Secretary in November 1888.

Sir Salar Jang II died on the 7th July 1889. A son was born to him on the 13th June 1889. Munir-ul-Mulk, the younger brother of Sir Salar Jang II, and the only other surviving son of Sir Salar Jang I, died on the 26th January 1890, leaving no male issue.

His Highness the Nizam, Mir Mahbub Ali Khan, has two sons, of whom the elder is Mir Osman Ali Khan, born on the 21st May 1886.

The military forces of the Hyderabad State may be reckoned at about 10,000 regular or reorganised troops and about 20,000 irregulars. Besides

these there are considerable numbers of irregulars belonging to the Nazam's Crown estates and to the Paigah nobles of the Shams-ul-Umara family.

The area of Hyderabad territory, exclusive of the Assigned Districts, is 82,697 square miles, and its population according to the census of 1891 is 11,537,040. The State revenue proper may be reckoned at Rupees 3,00,00,000, which is exclusive of large estates belonging to the Nizam and to his nobles and jagirdars.

The Raja of Gadwal is a feudatory of the Nizam, and appears to be practically independent in his internal administration so long as he pays an annual tribute of Rupees 1,15,000.

No. LXXVIII.

Treaty with the Nizam, 1759.

A copy of Requests made by Colonel Forde to Nawab Salabut Jung, and his compliance thereto, in his own hand.

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French.

The Nawab Salabut Jung will oblige the French troops which are in his country to pass the river Ganges within fifteen days; or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna; in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nawab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the revenues of his own country, in the present year; but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Circar, so he will now act and pay accordingly to the Circar, and if he (the Raja) does not agree to it, then the Nawab may do what he pleases. In all cases the Nawab will not assist the enemies of the English nor give them protection.

The English Company, on their part, will not assist the Nawab's enemies nor give them protection.

Dated Moon Ramadan, the 16th Hegira, 1172, which is the 14th of May 1759.

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth.

Firmaun from the Mogul for the Northern Circars—1765.

In these happy times, our Firmaun, full of splendor and worthy of obedience, is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by us, either

by Firmaun or otherwise, the high, mighty, glorious Chiefs of the Khans, chosen of the Omrahs, Sepoy Sirdars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wishers, the English Company (having sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the above high, mighty, etc., etc., English Company, have, from our throne, the basis of the world, given them the aforementioned Circars, by way of enam or free gift (without the least participation of any person whatever in the same), from the beginning of the Fussul of Tuccancooul, in the year of Phasely 1172, equal to the month of April 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Mootsuddees, for the affairs of our Dewanship, Mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1765.

Forms made use of on the back of the Firmaun.

From the Secretary setting forth that His Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut-Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, etc., etc., English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift.

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Bahadoor, telling him to comply with the contents of this Firmaun; the other directing that the English Company be under his son's command or in his Ressaula.

The whole attested, under Kazzi Inauyet Khan's seal to be a true copy from the original.

No. LXXIX.

Treaty with the Nizam, 1766.

A Treaty of Perpetual Honour, Favor, Alliance, and Attachment, between the Great Nawab, high in station, famous as the sun, Nawab Ausuph Jah Nizam-ool-Moolk Nizamud-Dowlah Meer Nizam Ally Khan Bahadoor Phutta Jung Sepoy Sirdar, and the Honourable English East India Company: signed, sealed, and ratified, on the one part, by His Highness the said Nawab; and on the other by John Calliaud, Esq., Brigadier General, invested with full powers, on behalf of the said Company. Done at Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of Hegira 1180, equal to the 12th of November 1766.

Article 1.

The two contracting parties do, by virtue of this Treaty of honour, favour, alliance and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other.

Article 2.

The Honourable English East India Company, in return for the gracious favours received from His Highness, consisting of Sunnuds for the five Circars of Ellour, Siccacole, Rajahmundry, Moostafurnugger and Moortizanugger, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper whenever required; provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic, be the least endangered: in case of falling out of which circumstances (which God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power.

Article 3.

The Honourable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free gift of the above-mentioned five Circars, for ever and ever, the following sums, by kists, as specified in 8th Article of this Treaty, *viz.*, for the three Circars

of Rajahmundry, Ellour and Moostafurnugger, five lakhs of Rupees; and for those of Siccacole and Moortizanugger, as soon as they are in their hands, and the settling the same is well effected, two lakhs each; in all nine lakhs of Rupees per annum.

ARTICLE 4.

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible; but that of Moortizanugger, in consideration of His Highness having, by former agreements, given it to his brother Bazalut Jung as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article:—

ARTICLE 5.

As the Circar of Moortizanugger borders on that of Nizampatam and the country of the Carnatic, which by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore in case the said Bazalut Jung, his Agents or dependants, should cause any disturbances to the prejudice thereof, it is hereby agreed on by both parties that the aforesaid Company shall then have it in their power to take immediate possession of that Circar.

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that the expenses thereof shall be paid in the following manner, to wit, of the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Moostafurnugger, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Moortizanugger, when settled.

ARTICLE 7.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, His said Highness, out of his great favour, does hereby entirely acquit the above-mentioned Circars of all arrears and demands, down to the present date of these writings.

ARTICLE 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third Article of this Treaty, the aforesaid Company do engage to pay in three kists, after the following manner, and to give Soucar security for the same, *viz.*, the first payment the 31st of March; the second the 30th of June; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which the aforesaid Company do hereby agree and consent likewise that there be a killadar therein on the part of His Highness, and that the usual jaghire annexed to the killadarry shall be ceded to him.

ARTICLE 13.

In virtue of this Treaty of mutual favour, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14.

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned Articles, that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government, and the business of the Company may increase every day in honour, riches, and happiness, from generation to generation.

In confirmation of which, His Highness, on the one part, and John Calliaud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a SUNNUD, under the seal of NIZAM ALLY KHAN for the five Circars.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moostafurnuggur, Siccacole and Moortizanuggur, belonging to the Soubaship of Hyderabad, that out of our great favor and goodness, from the 9th of the moon Gemace-dussuny, in the year of Phasely 1176, equal to the 12th of November 1766, the whole of the said Circars (the jaghire of the Moostafurnuggur *alias* Condapillee fort, and the usual villages appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever and ever, agreeable to their petition signed by us; in return for which, they the English Company are to pay the annual sum of nine lakhs of Rupees, and to stand to all sebbendy charges, and whatever earthly or heavenly mischances may happen: you, therefore our above-mentioned deesmookees, etc., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a DISCHARGE, under the seal of NIZAM ALLY KHAN to OMDET-OOL-MOOLK SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, FOUJDAR of the CARNATIC PAYEN GAUT, from the Borders of the PALNAUD COUNTRY to the further extremity of those of the MALAVAR COUNTRY, and to the SONS and HEIRS of the said OMDET-OOL-MOOLK BAHADOOR.

In consideration of the fidelity and attachment the said Omdet-ool-Moolk

Bahadoor has promised and engaged to my Court by the means of General Calliaud, and in return for the sum of five lakhs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ool-Moolk, his sons and heirs, for the whole of the abovementioned countries, as well the past, present, as the future also.

Translation of the Petition supposed to be presented by Omdet-ool-Moolk Bahadoor's Vakeel.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to Your Highness's Court by the means of General Calliaud, I beg leave to hope that, in return for the sum of five lakhs of Rupees, a discharge for the past, present, and future may be given to him (the said Omdet-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

Translation of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nawab Serajah Dowlah.

Whereas evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness's mind regarding Omdet-ool-Moolk Serajah Dowlah Aneverdeen Khan Bahadoor; in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in the strongest manner, the alliance, attachment, and fidelity, between His Highness the said Omdet-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esq., Brigadier-General, do hereby promise and engage, on the part of the said Omdet-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

Translation of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nawab Serajah Dowlah.

John Calliaud, Esq., Brigadier-General, do hereby promise and engage,

on the part of Omdet-ool-Moolk Serajah Dowlah Bahadoor, that agreeable to the terms which His Highness has done for him, he, the said Omdet-ool-Moolk Bahadoor, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of His said Highness, the sum of five lakhs of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

No. LXXX.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE with the NAWAB of the CARNATIC and the SOUBAH of the DECCAN—1768.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE made and concluded at FORT ST. GEORGE, between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, in conjunction with the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, SIPPA SIRDAR of the CARNATIC PAYEN GAUT, on the one part, and the GREAT NAWAB high in station, AUSUPH JAH NIZAM-OOL-MOOLK MEER NIZAM ALLY KHAN BAHADOOR PHUTTAH JUNG SIPPA SIRDAR, SOUBAH of the DECCAN, on the other part; by the HONOURABLE CHARLES BOURCHIER, ESQ., PRESIDENT and GOVERNOR of FORT ST. GEORGE, and the COUNCIL thereof, on behalf of the said ENGLISH EAST INDIA COMPANY; the NAWAB WOLAU JAH OMDET-OOL-MOOLK, on behalf of himself, as NAWAB of the CARNATIC; and the NAWAB RECUN-OOD-DOWLAH DEWAN, invested with full powers on behalf of the said NAWAB AUSUPH JAH NIZAM-OOL-MOOLK, his heirs and successors, as SOUBAH of the DECCAN. Done on the 23rd day of February in the year 1768 of the Christian era, and on the 4th of the moon Shevaul in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766,

or on the 9th of the moon Gemace-dussuny in the year of the Hegira 1180, a Treaty was concluded at Hyderabad by and between General John Calliaud, invested with full powers on behalf of the English East India Company, and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., on behalf of himself, as Soubah of the Deccan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world, that the beforementioned Nawab Ausuph Jah and the English Company, with the Nawab Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions:—

ARTICLE 1.

The exalted and illustrious Emperor of Hindostan, Shah Alum Padtcha, having out of his gracious favour and in consideration of the attachment and services of the English East India Company, given and granted to them for ever by way of enam, or free gift, the five Circars of Moostafurnugger, Rajahmundry, Siccacole, Moortizanugger, or Condavir, by his royal Firmaun, dated the 12th of August 1765, or on the 24th of the moon Suphier, in the 6th year of his reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, as Soubah of the Deccan, having by the second and third Articles of the aforementioned Treaty, ceded and surrendered by Sunnuds, under his hand and seal, to the English East India Company for ever the aforementioned five Circars, it is now further acknowledged and agreed by the said Ausuph Jah Nizam-ool-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned.

ARTICLE 2.

By the aforementioned Treaty of Hyderabad it was stipulated that the Nawab Ausuph Jah having given the Circar of Moortizanugger as a jaghire to his brother the Nawab Ummeer-ool-Omrah, Soujah-ool-Moolk, Bahadoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another jaghire, the Company do agree and consent that Bazalut Jung still hold the Circar of Moortizanugger, on the aforesaid conditions, or till it be the pleasure of Ausuph Jah that the Company should take possession thereof; provided that the said Bazalut Jung returns immediately to his own country of Adony, and neither keeps with nor receives from Hyder Naique any vakeel or correspondence but lives in peace and harmony with the English Company and the Nawab Wolau Jah, and gives no protection or assistance whatever to the said naique, or any of his people, nor any other enemies

of the Company or the Nawab Wolau Jah: but if this Article shall at any time be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of and keep the Circar of Moortizanugger in the same manner as the other four, and the Nawab Ausuph Jah engages to assist them therein with his troops, if necessary.

ARTICLE 3.

The fort of Condapillee with its jaghire shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad.

ARTICLE 4.

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawab Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawab Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not only to Narraindoo but to all the zemindars in the Circars of Ellour, Moostafurnuggur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nawab Ausuph Jah further agrees that he will not in future encourage, or protect, in raising troubles or disobedience, any zemindars, renters, or servants of the English Company, or the Nawab Wolau Jah, who on their parts engage the same to His Highness Ausuph Jah.

ARTICLE 5.

It has been the constant desire and endeavour of the English Company and the Nawab Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan: they still desire to do the same; and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole, yet, as a proof of their friendship for the Nawab Ausuph Jah, etc., Soubah of the Deccan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Circars, so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Soubah's deputy. And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of January 1768, or the 10th of the moon Shibaun, in the year of the Hegira 1181, the sum of two lakhs of Arcot Rupees, at Madras or Masulipatam, that is to say, one lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods, whenever the Circar of Condavir is put into the Company's possession. The Company moreover promise, that

if they peaceably possess the Circars during the aforesaid term of six years and the Soubah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condavir be then in their possession; but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderabad that the Company and the Soubah should mutually assist each other with their troops when required and their own affairs would permit; but it being apprehended at present that such an agreement may subject both parties to difficulties and that misunderstandings may arise on that account, it is now agreed only that a mutual peace, confidence, and friendship shall subsist for ever between the English Company, His Highness Ausuph Jah, and the Nawab Wolau Jah; the enemies of either shall be regarded as the enemies of the other two powers and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawab Wolau Jah, to give and grant to him and his eldest son, Meyen-ool-Moolk Omdet-ool-Omrah, and their heirs for ever the government of the Carnatic Payen Gaut and the countries dependent thereon, by his royal Firmaun, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Meyen-ool-Moolk, etc., and their heirs, in succession for ever from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November 1766; in consideration of the said Nawab Wolau Jah having paid the Soubah five lakhs of Rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ool-Moolk that the said Nawab Wolau Jah, and after him his son Meyen-ool-Moolk and theirs in succession, shall enjoy for ever as an ultumgah, or free

gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nawab Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut or in the Circars before and now ceded to the English Company, except the said Nawab Wolau Jah, or the said English Company by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nawab Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawab Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed.

ARTICLE 8.

The Nawab Ausuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawab Wolau Jah, and his eldest son Meyen-ool-Moolk Omdet-ool Omrah, several Sunnuds, *viz.*—

An ultumgah Sunnud for the whole of the Carnatic.
An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora.
An ultumgah Sunnud for the whole of the villages of Cathasera, etc.
An ultumgah Sunnud for the killedary of the fort of Colaur.
An ultumgah Sunnud for the whole of the district of Sonedaupe; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future on account of the Carnatic, etc.

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally binding with any other Article of the Treaty, and be as duly observed by the Nawab Ausuph Jah as if entered here at full length.

ARTICLE 9.

Hyder Naique having for some years past usurped the government of the Monsore country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawab Wolau Jah in the Carnatic, it is certainly necessary for their peace and for the general benefit of all the neighbouring powers, that the said Naique should be punished and reduced, so that he may not hereafter have the power to give any person further trouble: to this end, the Nawab Ausuph Jah hereby declares and makes known to all the world that he regards the said Naique as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions conferred by himself or any other Soubah of the Deccan, because the said Naique has deceived the Nawab Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10.

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar, and that they, with the Nawab Wolau Jah, may hold the Carnatic and their other possessions

in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court: it is therefore agreed by the Nawab Ausuph Jah that he shall relinquish to the English Company all his right to the Dewanny of the said Carnatic Balagaute, belonging to the soubadarry of Viziapore, and that the Company shall present an urzee, or petition, to the royal presence, to obtain from the Emperor Shah Allum a Firmaun, confirming and approving their right thereto. But that the Nawab Ausuph Jah, as Soubah of the Deccan, may not lose his dignity or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lakhs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Ausuph Jah, Soubah of Deccan, assists the said Company and the Nawab Wolau Jah in punishing Hyder Naique, and neither receives from or sends either vakeels or letters to him.

ARTICLE 11.

As the English Company do not intend to deprive the Mahrattas of their chout, any more than the Soubah of his peshcush, which used to be paid from the Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan; provided, however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nawab Ausuph Jah promises to use his best endeavours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

ARTICLE 12.

All the foregoing Articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them: and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ausuph Jah Nizam-ool-Moolk as Soubah of the Deccan, and look on the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the aforegoing Treaty, we whose names are under written have interchangeably subscribed to and sealed three instruments, of the same tenor and date, *viz.*, the President and Council of Fort St. George, on the behalf of the

English East India Company, at that place, this 26th day of February, in the year of the Christian era 1768; the Nawab Ausuph Jah, Soubah of the Deccan, at his Camp, near Pillere, on the 22nd day of the moon Shevaul in the year of the Hegira 1181; and the Nawab Wolau Jah, for himself, at Fort St. George, the 7th day of the moon Shevaul, in the 1181st year of the Hegira.

The Company's Seal.

(Sd.) CHARLES BOURCHIER.
„ SAMUEL ARDLEY.
„ JOHN CALL.
„ GEORGE STRATTON.
„ GEORGE DAWSON.
„ JAMES BOURCHIER.
„ GEORGE MACKEY.

N.B.—The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; and the Nawab Wolau Jah, Soubah of Mahomedpoor; having duly considered and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah.

I take God to witness, that of my own free will I am security. The Seal of Ruccun-ud-Dowlah.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent I am security. The Seal of Ram Chunder Rauze.

I swear by Sactasha and Bail Bahadoor that I am truly and sincerely security. The Seal of Beer Bahadoor.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I, Dundaveram, Vakeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow. The Seal of Dundaveram.

N.B.—The foregoing guarantee agreement was signed and executed by the

guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab; and to the part delivered to Nizam Ally Khan, the following guarantee or agreement was fixed, viz.—

The above contracting parties, to wit, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; the Nawab Wolau Jah, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East India Company; having duly considered and voluntarily entered into the above Articles, which the said President and Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nawab Wolau Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said English East India Company.

The Nawab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawab Wolau Jah.

(Sd.) CHARLES BOURCHIER.
" SAMUEL ARDLEY.
" JOHN CALL.
" GEORGE STRATTON.
" GEORGE DAWSON.
" JAMES BOURCHIER.
" GEORGE MACKEY.

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 22nd of the Moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, etc., inhabitants of the Rajamundry, Ellour, Moostafurnugger, Moortizanugger and Siccacole Circars, belonging to the Soubahship of Foakund, Booncaud, Hyderabad, that agreeable to the Firmaun of Shah Allum, Padshaw Gauze, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon

them, by way of enam, for ever and ever, all and several of the above Circars, whole and entire, together with the fort and jaghire of Condapillee, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Ummeer-ool-Hinde Wolau Jah Bahadoor, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ool-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegira 1181, equal to the 26th of February 1768; and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the moon Shevaul, Hegira 1181: you therefore, the whole of the said deesmookees, deespondees, muccuddems, etc., look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Circars at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books.

Translation of a Sunnud, under the Soubah's seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

In these times the Dewanny of the Carnatic Balagaute country, belonging to the Soubahship of Daurel Zuphur Viziapore, before or now possessed by Hyder Naique, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lakhs of Rupees, nuzzur or peshcush; you, therefore, the zemindars, both high and low, of the said Carnatic Balagaute country, belonging to the said Soubahship, live in due obedience to the said Company, paying them the proper revenues thereof at the fixed and stated times. And whereas Hyder Naique is a rebel and usurper, I have therefore deprived him of all his honours and dignities; you are by no means, therefore, to pay any attention to his deputies or vakeels, but are to stop all correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above.

On the back of the Sunnud the petition from the Muttasuddees, supposed to be presented, is inserted; and the Muttasuddees of the several offices of Huzoor, Dewan, and Mustouphy, have attested that copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny Rockshigurry and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killadars, enamdars, rozeenedars, etc., belonging thereunto, have been conferred, by way of enam ultumgan, whole and entire, without the participation of any one, upon Omdet-ool-Omrah Meyen-ool-Moolk Assed-ool-Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung: you, therefore, our sons, brothers, officers, and Muttasuddees, of the Nizamship of the Deccan, and Mootecophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, etc., give him no trouble or molestation whatever, either for the soubadarry or foujdarry peshcush, or any other charges or expenses.

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year.

TRANSLATION of a SUNNUD under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768.

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubahship of Viziapore, that the said district, agreeable to what is desired in the zimir, or back of the Sunnud, has been assigned over as an ultumgah to Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung; you will therefore live in true and just obedience to the Amuldar of the said Siphi-ool-Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

TRANSLATION of the ZIMIR, containing a PETITION which is supposed to be presented by the MUTTASUDDEES, and to have been signed by the SOUBAH signifying his consent thereto.

The form of the petition runs thus: the vakeel of Wolau Jah Ummeer-ool-

Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung by way of ultumgah, and that a Sunnud for the same may be made out and signed by Your Highness; respecting this, we wait your orders.

The Sunnud for the pergunnah of Imungundala (belonging to the Circar of Chumpoora) to Hossein-ool-Moolk Hemaud-ood-Dowlah Mahomed Abdulla Khan Bahadoor Heyabber Jung runs the same as the former Sunnud, excepting the term *whole* being inserted therein; the date thereof is likewise the same as the other.

Translation of a Sunnud, under the seal of the Soubah, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the deesmookees, deespondees husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, etc., Circar of Mahomednuggur, of the soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over by way of ultumgah to Ummeer-ool-Hinde Wolau Jah in order to defray the expenses of his father's tomb; you will therefore live in perfect and true obedience to the Amuldar of the said Wolau Jah, paying them the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the zimir at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, etc., is mentioned.

Translation of a Discharge, under the Soubah's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeer-ool-Hinde. From the time that your father Anneverdeen Khan Bahadoor, the Martyr, held from the family of Auseephea the soubahship of the Carnatic, and the Siccacole, Rajahmundry, etc., Circars (belonging to the soubahship of Ferkunde, Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven, every pice and every cash; and their remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands, either upon you, your children, or heirs, on account of the soubadarry or foujdarry peshcush, or the Dewanny Rockshigurry, Meer Autushy, etc., charges; in proof of which I have written this paper, by way of discharge, that it may hereafter appear.

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times the killadarship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubahship of Hyderabad), together with the jaghire annexed thereto, and the troops belonging thereto exempt from all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultumgah to Nusseer-ool-Moolk Intzain-ood-Dowlah Mahomed Sullaubut Khan Bahadoor Nusseer Jung, that he, the said Nusseer-ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops, according to the established custom; you, therefore, the zemindars and deesmookees, esteeming the said Nusseer-ool-Moolk as invested with absolute powers in the killadarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said fort.

Esteem this as an order, and obey it accordingly.

On the back of the Sunnud is the petition reciting the contents of the Sunnud.

The Sunnud of the killadarship of the fort of Colaur (belonging to the soubahship of Viziapore) to Muddam-ool-Moolk Roshun-ood-Dowlah Hauphiz Mahomed Munnowur Khan Bahadoor Bahadoor Jung, runs the same as that for the fort of Chunpoora (excepting that the whole of the jaghire is mentioned in this); the date is also the same as the other.

The whole of the Sunnuds are endorsed by the Muttasuddees of the Dewanny Mustouphy and Huzoor offices, and copies of all have been registered in their books.

No. LXXXI.

TREATY of ALLIANCE with BAZALUT JUNG, 1779.

HEADS of a TREATY of FRIENDSHIP and ALLIANCE between the NAWAB AMEER-OOL-OMRAH SHUJAH-OOL-MOOLK BAHADOOR, and the GOVERNOR and SELECT COMMITTEE of FORT ST. GEORGE, in behalf of the ENGLISH EAST INDIA COMPANY—1779.

ARTICLE 1.

The English Company agree to rent from the Nawab Shujah-ool-Moolk Bahadoor the Circar of Moortizanugger, commonly called Guntoor, clear of

sebundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there.

ARTICLE 2.

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah-ool Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter), who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops are on no account to be carried out of his country, or those of the zemindars dependent upon him. If his affairs should at any time require his going to visit his brother, the Nawab Nizam-ood-Dowlah Bahadoor, their troops shall attend him and be always with him.

ARTICLE 3.

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Nawab, shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly remitted in soucar bills to the Nawab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove such officer and appoint another in his room.

ARTICLE 4.

If the Nawab Shujah-ool-Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE 5.

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jaghire villages of Condavir shall remain under the management of the servants of the Nawab; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the killadar.

ARTICLE 6.

If the Company shall demand a body of horse from the Nawab, he shall let them have a number according to his abilities; and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise in general to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible.

Witness our hands and the seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer-ool-Omrah,
Shujah-ool-Moolk,
Amud-ood-Dowlah,
Meer Mahomed Serif Khan,
Bahadoor,
Bazalut Jung,
the devoted servant of his
glorious majesty,
Shah Allum
Bahadoor.

To all deesmookees, zemindars, deespondees, and tenants of the Circar of Moortizanugger, commonly called Guntoor, be it written:

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government). After this a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohrem, in the 1193rd year of the Hegira.

No. LXXXII.

TRANSLATION of the NIZAM'S ORDER to SEYF JUNG for the surrender of the GUNTOOR CIRCAR to the COMPANY, delivered to CAPTAIN KENNAWAY, the Resident, at the Nizam's Darbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part

of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil baukee account, your own effects, and whatever is with you belonging to government, repair to the presence.

A true translation of what was delivered to Captain Kennaway as a copy of the sealed order sent to him for Seyf Jung.

(Sd.) N. B. EDMONSTONE,
Assistant to the Department.

No. LXXXIII.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM, deemed equal to a Treaty, written 7th July 1789.

Your Highness's letter, containing strong expressions of friendship, was presented to me by Meer Abdool Cassim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abdool Cassim, and the sincere and friendly sentiments which I have discovered Your Highness to be impressed with towards me have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abdool Cassim on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness what has occurred to me relative to them.

It was with no small concern I found on my arrival, in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance made in 1768 between Your Highness and the Company, remained unexecuted on both sides, *viz.*, the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negociations on the subject until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars.

I then deputed Captain Kennaway to Your Highness's Court, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1768; to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of Your Highness's friendship and good faith, I have, from a desire to testify to Your Highness that I am impressed with similar sentiments, entered into a full discussion of every Article with Meer Abdool Cassim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning, may be so explained as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the Government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy Your Highness of the propriety of my declining the proposal of Meer Abdool Cassim for entering into a new security for the discharge of the peshcush, by mortgaging a portion of the Circars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this Article, *viz.*, two battalions of sepoys and six pieces of cannon, manned by Europeans, shall be granted whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, *viz.*, Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madajee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force when employed on service in the field, and that this expense be as per separate account. That this detachment shall march within two months, or sooner if possible, after it is demanded, and Your Highness shall be charged with the expense of it from the day it enters Your Highness's territories until it quits them on its return to the Company's; with the addi-

tion of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur to put such a force in state fit for service.

I have so fully discussed the Articles of the Treaty that relate to the Nawab of Arcot and the Carnatic, on the representation of Meer Abdool Cassim, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments: and although the long existing friendship between the Nawab and the Company might be urged as further ground for declining the proposal of Meer Abdool Cassim, his right to the possession of the Carnatic Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers appertaining to them; there can therefore be no necessity for troubling Your Highness with other reasons.

In regard to the Articles relative to the Dewanny of the Carnatic Ballagaute, Your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipulations in favour of Your Highness and the Mahrattas. Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hinderance to good order and government, without bearing the smallest advantage to either side, should be so changed as to produce the good effects expected from Treaties; and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Deccan, I agree that in future either party, without a breach of Treaty, shall be at liberty to receive or send vakeels to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the governments.

I have in many instances, as well through Captain Kennaway as to Meer Abdool Cassim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter on grounds fair and liberal. But it is necessary, in consideration of the subjects of conversation with Meer Abdool Cassim, that I should point out to Your High-

ness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honour of the English, prohibit me from entering into any negociations to make new Treaties; and I have confined my conferences with Meer Abdool Cassim to the explanation of that made in 1868, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abdool Cassim that in any shape tend to alter the spirit of that Treaty. A further argument to impress Your Highness with the propriety of this determination is the sanction and support of His Majesty and the Company of England of those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty; and I trust that this clear explanation of the ambiguous Articles of the Treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with Your Highness through Meer Abdool Cassim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments I beg leave to refer Your Highness to Meer Abdool Cassim, whom I have considered during this negociation as faithfully attached to Your Highness fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if Your Highness were present; nevertheless, as Your Highness's concurrence and approbation are necessary to give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons 15th Martii, 1792.

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. LXXXIV.

Treaty with the Nizam—1790.

Treaty of Offensive and Defensive Alliance between the Honourable United English East India Company, the Nawab Ausuph Jah Bahadoor, Soubadar of the Deccan, and the Peishwa, Sewoy Madho Rao Narain Pundit Prudhan Bahadoor against Fulti Ali Khan, known by the denomination of Tippoo Sultan, settled by Captain John Kennaway on the part of the said Honourable Company, with the said Nawab Ausuph Jah, by virtue of the powers delegated to him by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies.

Article 1.

The friendship subsisting between the three States agreeable to former Treaties shall be increased by this, and between the Honourable Company and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Calliaud in the year 1766, and the Treaty of 1768 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789; which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto.

Article 2.

Tippoo Sultan, having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him and deprive him of the means of disturbing the general tranquillity in future.

Article 3.

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ausuph Jah of the actual com-

mencement of hostilities between the Honourable Company's force and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Prudhan, the forces of the said Nawab Ausuph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawab and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

If the Right Honourable the Governor-General should require a body of cavalry to join the English fôrces, the Nawab Ausuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time of their being demanded by the shortest and safest route with all expedition to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry they shall execute it, nor cavil on the clause of "To act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled.

ARTICLE 5.

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the utmost of their powers exert themselves to relieve the said party and distress the enemy.

ARTICLE 6.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts and whatever Circar or government may become possessed of from the time of each party commencing hostilities; but should the Honourable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7.

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided amongst the allies. But in future the Nawab Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and kundnee which have been heretofore annually collected, and should the said polygars

and zemindars act unfaithfully towards the Nawab or Pundit Prudhan, or prove refractory in the discharge of their peshcush and kundnee, the said Nawab and Pundit Prudhan are to be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both the Nawab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nawab and Pundit Prudhan will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog
Annugoondy
Henponelly
Billaree
Roydroog
Heychungoondeh
Cunnagheery
Kittoor
Hannoor
The district of Abdul Hakeem Khan, the Chief of Shanoor.

ARTICLE 8.

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly attended to consistent with circumstances and the stipulations of this Treaty.

ARTICLE 9.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

ARTICLE 10.

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the

same in English and Persian, signed and sealed by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawaul, 1204 Hegira, or 4th of July 1790 E. S.

Ratified by the Governor-General in Council, the 29th day of July 1790.

Honourable Company's Seal.

(Sd.) CORNWALLIS.

„ CHARLES STUART.

„ PETER SPEKE.

„ E. HAY,

Secretary to Government.

SEPARATE AGREEMENT with the NIZAM—1790.

ARTICLES of AGREEMENT between HIS HIGHNESS the NIZAM and the EAST INDIA COMPANY for sending the battalions on their march from Bengal—1790.

ARTICLE 1.

From four to six battalions of the Bengal detachment shall be sent to His Highness the Nizam, under the command of an experienced officer, together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor-General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for carrying on sieges, shall be put in execution by mutual consultation between the Commanding Officer of His Highness's army and the Commanding Officer of the English detachment, who will be a man of experience, and versed in the rules of war.

ARTICLE 2.

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army.

ARTICLE 3.

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war; but if delay should occur in those expected receipts, the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness.

ARTICLE 4.

Whenever a letter from Lord Cornwallis requiring the dismission of the said detachment shall arrive, provided it is at leisure from service, and also whenever His Highness shall think proper to dismiss them, there shall be no hesitation on either side.

ARTICLE 5.

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness; excepting only any considerable open or concealed treasure, which, agreeable to the second Article of the Treaty, is to be divided amongst the three confederates.

ARTICLE 6.

A proper body of good cavalry, under the command of experienced and trusty Officers, shall be detached by His Highness, to act with the battalions, agreeable to the concerted plans of the officers of both bodies.

FORM of CAPTAIN JOHN KENNAWAY'S signature.

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer.

(Sd.) JOHN KENNAWAY.

A true translation.

(Sd.) N. B. EDMONSTONE.

N.B.—The Nizam's signature is affixed to every Article.

No. LXXXV.

TREATY with the NIZAM, with two separate Articles—1798.

AN enlarged perpetual SUBSIDIARY TREATY between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and HIS HIGHNESS THE NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors, settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, by virtue of the powers delegated to him by the RIGHT HONOURABLE RICHARD, EARL of MORNINGTON, KNIGHT of the MOST HONOURABLE ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE COURT of DIRECTORS of the said HONOURABLE EAST INDIA COMPANY to direct and control all their affairs in the EAST INDIES.

Whereas His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honourable Company's troops at present serving His Highness, the Right Honourable Earl of Mornington, Governor-General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay, rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor-General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into certain engagements with His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor, for a permanent increase of the Honourable Company's troops in His Highness's pay, in the proportion and on the condition specified in the following Articles, which must be understood to be of full validity when this Treaty shall be returned signed and sealed by the Governor-General.

ARTICLE 1.

Such parts of the letter from Earl Cornwallis to His Highness the

Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty, as relate to the stationing of troops with His Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peishwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require; provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness.

ARTICLE 3.

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which including the present detachment is to amount to six thousand sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments; that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued, without hesitation, from His Highness's treasury: and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current kist of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, in the stated periods, in such case assignments shall be granted on the collections of certain districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE 4.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Circar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated in all respect in a manner suitable to the greatness and dignity of both States.

ARTICLE 5.

The said subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of His Highness, his heirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the dominions of this State; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE 6.

Immediately upon the arrival of the subsidiary force at Hyderabad, the whole of the officers and servants of the French party are to be dismissed, and the troops composing it dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages for himself, his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his Chiefs or dependants, nor be suffered to remain in any part of His Highness's dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories without the knowledge and consent of the Company's Government.

ARTICLE 7.

The whole of the French and sepoy deserters from the Company's service that may be in the French or any other party of troops belonging to this State, are to be seized and delivered up to the British Resident; and no persons of the above description are to be allowed refuge in future in His Highness's territories, but are, on the contrary, to be seized without delay and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, but sepoy deserters from the service of His Highness shall, in like manner, be seized and delivered up without delay.

ARTICLE 8.

Whereas His Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on dispersing and disorganizing the troops commanded by them, as specified in the sixth Article, and on entertaining a perpetual standing force of the Honourable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article; it is therefore agreed, with a view to the mutual benefit of His Highness and the Peishwa, and the happiness of their respective subjects, that the Company's government will use their best endeavours to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a clause as shall set each at ease with regard to the other. Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both governments, and differences hereafter

arise between the two States, namely, that of the Nawab Ausuph Jah Bahadoor and of Rao Pundit Prudhan, in such case the English Government hereby engage that, interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: the Nawab Ausuph Jah Bahadoor accordingly hereby engages never to commit on his part any excess or aggression against the Circar of Rao Pundit Prudhan; and in the event of such differences arising, whatever adjustment of them the English Government, weighing things in the scale of truth and justice, may determine upon shall, without hesitation or objection, meet with full approbation and acquiescence.

ARTICLE 9.

All former Treaties between the English and the government of the Nawab Ausuph Jah and the Peishwa remain in full force. Should hereafter the Rao Pundit Prudhan express a desire to enter into subsidiary engagements, similar to the present with the Company, the Nawab Ausuph Jah will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor-General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLES appertaining to the TREATY with the NIZAM.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY *TREATY concluded between the* HONOURABLE ENGLISH EAST *INDIA COMPANY and HIS HIGHNESS the* NAWAB AUSUPH *JAH BAHADOOR on the 1st of* September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam

the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence be sent by the first favourable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR, on the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pundit Prudhan, or with any of his dependants, either by the Nawab Ausuph Jah Bahadoor or by the Honourable Company's government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Prudhan or his dependants, a reciprocal communication of the same shall be made to the other contracting party without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

No. LXXXVI.

Partition Treaty of Mysore—1799.

Treaty for strengthening the Alliance and Friendship subsisting between the English East India Company Bahadoor, His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the Peishwa, Rao Pundit Prudhan Bahadoor and for effecting a settlement of the dominions of the late Tippoo Sultan.

Whereas the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army for the purpose of commencing war against the Honourable English Company Bahadoor and its allies, Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor; and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Company and its allies for their defence and protection against the joint designs of the said Sultan and of the French; the allied armies of the Honourable English Company Bahadoor and of His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor proceeded to hostilities in vindication of their rights and for the preservation of their respective dominions from the perils of foreign invasion and from the ravages of a cruel and relentless enemy; And whereas it has pleased Almighty God to prosper the just cause of the said allies, the Honourable English Company Bahadoor and His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the unconditional submission of his people; And whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands for the purpose of obtaining reasonable compensation for the expenses of the war and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions. Wherefore a Treaty for the adjustment of the territories of the late Tippoo Sultan between the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor is now concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the Coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K.P., Governor

General for all affairs, civil and military, of the British nation in India; and by the Nawab Meer Allum Bahadoor on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, according to the undermentioned Articles, which by the blessing of God shall be binding upon the heirs and successors of the contracting parties as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE 1.

It being reasonable and just that the allies by this Treaty should accomplish the original objects of the war (*viz.*, a due indemnification for the expenses incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies), it is stipulated and agreed that the districts specified in the Schedule A. hereunto annexed together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Bahadoor, of its allies, or tributaries, situated between the ghauts on either coast, and all forts situated near to and commanding the said passes, shall be subjected to the authority, and be for ever incorporated with the dominions of the English East India Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, and an annual sum of not less than two lakhs of Star Pagodas, making the Company's share as follows:—

	Canterai Pagodas.
Estimated value of districts enumerated in the Schedule A. according to the statement of Tippoo Sultan in 1792	7,77,170
Deduct provision for the families of Hyder Ali Khan and of Tippoo Sultan, two lakhs of Star Pagodas, in Canterai Pagodas . .	2,40,000
Remains to the East India Company	5,37,170

ARTICLE 2.

For the same reason stated in the preceding Articles, the district specified in Schedule B. annexed hereunto, shall be subjected to the authority, and for ever united to the dominions, of the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, the said Nawab having engaged to provide liberally from the revenues of the said districts for the support of Meer Kummer-ood-deen Khan Bahadoor, and of his family and relations, and to grant him for this purpose a personal jaghire in the districts of Gurrumcondah, equal to the annual sum of Rupees 2,10,000 or of 70,000 Canterai Pagodas, over and above and exclusive of a jaghire which the said Nawab has also agreed to assign to the said Meer Kummer-ood-deen Khan for the pay and maintenance of a propor-

tionate number of troops to be employed in the service of His said Highness, making the share of His Highness as follows:—

	Canteraï Pagodas.
Estimated value of the territory specified in the Schedule B. according to the statement of Tippoo Sultan in 1792.	6,07,332
Deduct personal jaghire to Meer Kummer-ood-deen Khan Rupees 2,10,000, or	70,000
Remains to the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor .	5,37,332

ARTICLE 3.

It being further expedient, for the preservation of peace and tranquillity and for the general security of the foundations now established by the contracting parties, that the fortress of Seringapatam should be subjected to the said Company Bahadoor, it is stipulated and agreed that the said fortress and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the west by a nullah, called the Mysore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty for ever.

ARTICLE 4.

A separate government shall be established in Mysore; and for this purpose it is stipulated and agreed that the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions hereinafter mentioned.

ARTICLE 5.

The contracting powers mutually and severally agree that the districts specified in Schedule C. hereunto annexed, shall be ceded to the said Maharajah Mysore Kishna Rajah, and shall form the separate government of Mysore, upon the conditions hereinafter mentioned.

ARTICLE 6.

The English East India Company Bahadoor shall be at liberty to make such deductions from time to time from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the

whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families.

ARTICLE 7.

His Highness the Peishwa Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty; and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and his Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D. hereunto annexed, shall be reserved for the purpose of being eventually ceded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty; provided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Company Bahadoor, and to His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Bahadoor and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall be represented to the said Peishwa, on the part of the English East India Company Bahadoor, by the Governor-General or the British Resident at the Court of Poonah.

ARTICLE 8.

If, contrary to the amicable expectation of the contracting parties, the said Peishwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

ARTICLE 9.

It being expedient, for the effectual establishment of Maharajah Mysore Kishna Rajah in the Government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed that the

whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Kishna Rajah Oodiavar Bahadoor.

ARTICLE 10.

This Treaty, consisting of ten Articles, being settled and concluded this day, the 22nd of June 1799 (corresponding to the 17th of Mohurrum, 1214 Anno Hegiræ), by the Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid; and by Meer Allum Bahadoor, on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor; the said Lieutenant-General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, have delivered to Meer Allum Bahadoor one copy of the same, signed and sealed by themselves; and Meer Allum Bahadoor has delivered to Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, and Meer Allum Bahadoor, severally and mutually engage that the said Treaty shall be respectively ratified by the Right Honourable the Governor-General under his seal and signature within eight days from the date hereof, and by His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, within twenty-five days from the date hereof.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,
Resident.

Schedule A.

THE COMPANY'S SHARE.

The following districts from Nuggur or Bidnore.

	C. Pagodas. F. C.	C. Pagodas. F. C.
Korial (Mangalore) Bekul and Neliceram	1,33,662 7¼ 0	
Karkul	11,393 2¼ 0	
Barkoo	48,389 8½ 0	
Khoolshaulpore	26,361 7½ 0	
Bulkul	9,177 0¼ 0	
Gairsopah	9,192 0½ 0	
Hunavur (Onore)	17,482 9½ 0	
Mirjaun	8,953 4¾ 0	
Anoolah, Punchmahl, and Shedasooghur (or Soonda Pajen Gaut)	28,332 2 0	
		2,92,945 2½ 0
Bilghuy	...	18,929 4¼ 0
Coimbatoor, etc., viz.		
Coimbatoor	80,000 0 0	
Danaigincotah	35,000 0 0	
Cheoor	27,000 0 0	
Chinjeny	27,000 0 0	
Darapoor, Chuckerghery	64,000 0 0	
Settimungalum	30,000 0 0	
Undoor	8,000 0 0	
Perondoora	14,000 0 0	
Vizimungal (Aravarcourchy)	20,000 0 0	
Errode	20,000 0 0	
Coroor	41,000 0 0	
Coodgully	15,000 0 0	
Caveryporam	4,000 0 0	
		3,85,000 0
Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam.		
Panganoor	15,000 0 0	
Suttikal Alambady and Kodahully	15,200 0 0	
Oussore	18,096 0 0	
Decanicotah and Ruttungeery	14,000 0 0	
Vencatigyracoth	6,000 0 0	
Ankusgusgeery and Solageery	4,000 0 0	
Bangloor	3,000 0 0	
Talmulla and Talwoddy (2 Talooks of Hurdunhully)	5,000 0 0	
		80,296 0 0
		7,77,170 6¾ 0
Deduct provision for the maintenance of the families of Hyder Ali Khan and of Tippoo Sultan, Star Pagodas 2,00,000	...	2,40,000 0 0
Remains to the Company	Canterai Pagodas	5,37,170 6¾ 0

Schedule B.

THE NIZAM'S SHARE.

Gooty.

	C. Pagodas. F. C.	*C. Pagodas. F. C.*
Fyse Hussur Kubal	15,568 0 0	
Kona Koomlah	7,500 0 0	
Pamri	11,000 0 0	
Wurjur Kurroor	8,998 1 0	
Yursutty Murajcherroo	5,902 0 0	
Bheim Rapah	4,800 0 0	
Muttoor	2,700 0 0	
Pravalli Munnimong	9,426 3 0	
Chunumpilly	8,951 8 0	
Mulkaira Kooboo	22,251 8¾ 0	
Koortunni	8,800 0 0	
Yarki	22,673 1 0	
		1,28,571 1¾ 0
Pennacoondah	...	60,000 0 0
Murrugseera	...	8,000 0 0
Hundytenantpoor	...	16,000 0 0
Kongoor (remainder of)	...	11,629 0 0
Kunchundgoondy (remainder of)	...	10,000 0 0
Of Gurrumconda, all the districts not ceded in 1792	...	1,85,810 0 0
Puttungheery (from Seringapatam)	...	10,000 0 0
Rydroog (6 Talooks)	...	1,02,856 0 0
Kurnool Peshcush	...	66,666 0 0
From Chitteldroog Jerrymulla (1 Talook)	...	7,800 0 0
		6,07,332 1¾ 0
Deduct personal jaghire to Kummer-ood Khan and relations	...	70,000 0 0
Remains to the Nizam	...	5,37,332 1¾ 0

Schedule C.

Districts ceded to Maharajah Mysore, Kishna Rajah Oodiaver Bahadoor.

TALOOKS BELONGING TO SERINGAPATAM.

	C. Pagodas. F. C.	*C. Pagodas. F. C.*
Puttun Attorkrun	11,000 0 0	
Mysore Attorkrun or Rehmut Nazeer	11,500 0 0	
Nuzzer Bar	14,000 0 0	
Hurdunhully	15,000 0 0	
Periapatam	6,200 0 0	
Muddoor	13,200 0 0	

Schedule C.—*continued.*

	C. Pagodas.	*F.*	*C.*	*C. Pagodas.*	*F.*	*C.*
Hetghur Dewancotah	8,000	0	0			
Betudapoor	7,000	0	0			
Tyoor	8,000	0	0			
Yelandoor	10,000	0	0			
Malwelly Yulinahbad	9,000	0	0			
Tulkar Sosilah	8,100	0	0			
Nursipoor	10,200	0	0			
Yertoorah	7,200	0	0			
Bailoor	15,700	0	0			
Arkulgoor	4,300	0	0			
Chinipatam	12,100	0	0			
Bullum (Mungirabad)	10,000	0	0			
Hussen	7,900	0	0			
Honawully	9,400	0	0			
Nagmungul	4,700	0	0			
Belloor	3,100	0	0			
Maharage Droog	10,000	0	0			
Gram	3,500	0	0			
Ramgheery	7,400	0	0			
Turkarumb	7,400	0	0			
Ahmudnugger Chickloor	10,000	0	0			
Kurp	12,000	0	0			
Tornoy Khaira	9,000	0	0			
Coonydghul	5,008	9	0			
Hoolioordroog	4,000	0	0			
Kirkairy	4,065	0	0			
Chennyputtan	9,138	0	0			
Nooggairly	3,000	0	0			
Mairlatesh and Kismagepoor	6,100	0	0			
Sucknyputtan	6,200	0	0			
Banorawar, Guradungilly and Henenhelly	10,000	0	0			
Boodihall	7,000	0	0			
Nidghul	6,000	0	0			
Pasghur	10,000	0	0			
Hagulwary	12,000	0	0			
Goomnaipollum	10,000	0	0			
Bangalore	55,000	0	0			
Mâgry	8,400	0	0			
Mudgeney	36,000	0	0			
Coorjgherry	4,000	0	0			
				4,60,811	9	0
Cankanhelly	8,900	0	0			
Nulwung and Doorbillah	16,000	0	0			
Anicul	10,300	0	0			
Byroodroog	4,000	0	0			
Hyboor	7,000	0	0			
Dewanhelly	20,045	0	0			
Ootradroog	5,000	0	0			
Chinroydroog	8,000	0	0			
Toomkoor and Deoroy	18,000	0	0			
Nidgegul and Macklijdroog	16,000	0	0			
Kundykeera and Chullnaighelly	26,000	0	0			
Chota Balapoor	80,000	0	0			

Schedule C.—*concluded.*

	C. Pagodas. F. C.	C. Pagodas. F. C.
Colar	80,000 0 0	
Jungumeotah	13,000 0 0	
Chuckmoogalum	8,134 4 0	
Kudoor	7,129 7¼ 0	
		3,17,509 1¼ 0
Serra (remainder of).		
Serra and Amrapoor	55,000 0 0	
Hoosuttat	50,754 0 0	
Burra Balapoor	44,000 0 0	
		1,49,754 0 0
Nuggur above Ghaut.		
Kusbah	29,145 4¾ 2	
Coolydroog	28,818 0¾ 2	
Koompsee	8,094 2½ 0	
Kope	22,868 5¼ 2	
Wasthara	6,818 9 0	
Eckairy and Sagur	39,411 0⅛ 2	
Ghooty (Hoably)	11,006 8¾ 0	
Surbtowanundy	10,458 0¼ 2	
Terryanwitty	17,424 0 0	
Shikarpoor	11,774 0¾ 0	
Anuntapoor	10,191 9½ 0	
Lakouly-danwas	11,629 6¾ 1	
Oodgunny	13,614 1¾ 0	
Jimoga	16,883 5 0	
Hoolighonore	6,583 5¾ 1	
Biddery	10,835 5 2	
Chingeery Beswapatam	22,091 1¾ 3	
Terry-keerah	14,076 4¼ 2	
Azimpor	10,696 2¾ 3	
		3,02,417 6 6
Chittledroog (remainder of) 12 Talooks.		
Kusbah	20,874 7¾ 1	
Been Sumendar	12,148 4 2	
Doodiary	12,984 9½ 0	
Husdroog	11,936 2¾ 3	
Muttoor	10,392 3½ 2	
Murkal Murroo	12,662 9¼ 3	
Tullick	11,854 0¾ 0	
Burm Sagur	10,163 6¼ 0	
Kunkopah	12,542 0⅛ 2	
Bilchoor	10,683 1¼ 2	
Hinoor	10,010 0 2	
Goodycottah	11,330 5½ 3	
		1,48,583 1¼ 9.
Deduct two Pergunnahs of Hurdunhilly, *viz.*, Talman and Talwaddy, included in the Company's share		5,000 0 0
	Canterai Pagodas	13,74,076 8 1

Schedule D.

The Peishwa's share.

		C. Pagodas.	F. C.
Harponelly, (6 Talooks)	.....	1,10,030	8¾ 0
Soonda, (above the Ghauts)	.....	59,377	0 0
Annagoondy	.....	60,101	0 0
From Chittledroog, two Talooks, viz.—			
	C. Pagodas. F. C.		
Holubkaira	11,425 4½ 0		
Mycoondah	12,226 9¼ 0		
		23,652	3 0
From Bidnore, one Talook, viz.—			
Hurryhur	.....	10,796	0 0
Canterai Pagodas	.....	2,63,957	3¾ 0

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,
Resident.

SEPARATE ARTICLES of the TREATY with the NIZAM.

SEPARATE ARTICLES appertaining to the TREATY of MYSORE, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurrum Anno Hegiræ 1214) between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR and the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH BAHADOOR.

ARTICLE 1.

With a view to the prevention of future altercations, it is agreed between His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultan, or the personal jaghire of Meer Kummer-ood-deen Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

ARTICLE 2.

And it is further agreed between the contracting parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudhan Bahadoor shall fall to His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,

Resident.

No. LXXXVII.

TREATY with the NIZAM—1800.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors; settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas, by the blessing of God, an intimate friendship and union have

firmly subsisted for a length of time between the Honourable English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid adverting to the complexion of the times have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

ARTICLE 1.

The peace, union, and friendship so long subsisting between the two States shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it.

ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of the agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness the Nawab Ausuph Jah agrees that two battalions of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen shall be added in perpetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India

Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse), with their requisite complement of guns, European artillerymen, lascars, and pioneers, fully equipped with warlike stores and ammunition, which force is to be stationed in perpetuity in His Highness's territories.

ARTICLE 4.

The pay of the above mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories.

ARTICLE 5.

For the regular payment of the whole expense of the said augmented subsidiary force (consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) His Highness the Nawab Ausuph Jah hereby assigns and cedes to the Honourable East India Company in perpetuity all the territories acquired by His Highness, under the Treaty of Seringapatam on the 18th March 1792, and also all the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annexed to this Treaty.

ARTICLE 6.

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nawab Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well-defined one, agrees to retain the districts in question, namely, Copul, Gujjunderghur, and others (as marked in the annexed Schedule) in his own possession; and in lieu thereof assigns and cedes in full and in perpetuity to the Honourable Company the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE 7.

The territories to be assigned and ceded to the Honourable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 8.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and acknow-

ledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value; and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by His Highness on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of His Highness on account of any such deficiency or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views hereby renounces all claim to any arrears or balances which may be due to him from the said districts at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article being that the cession of the said districts and the exchanges stipulated in the sixth Article shall be considered as a final close and termination of accounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLE 9.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Ausuph Jah that the Honourable Company's officers are prepared to take charge of the districts ceded by the fifth Article, His Highness will immediately issue the necessary perwannahs or orders to his officers to deliver over charge of the same to the officers of the Company; and it is hereby stipulated and agreed that all collections made by His Highness's officers subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE 10.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honourable Company with the said districts; and His Highness the Nawab Ausuph Jah engages that the said forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE 11.

His Highness the Nawab Ausuph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness.

ARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nawab Ausuph Jah engages that, with the reserve of two battalions of sepoys which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry with artillery) joined by six thousand infantry and nine thousand horse of His Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field as speedily as possible the whole force which he may be able to supply from his dominions; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner engage on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable His Highness the Nawab Ausuph Jah engages to collect as many benjarahs as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 14.

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels required for the use of the subsidiary force, shall, in

proportion to its present augmentation, be, as heretofore, entirely exempted from duties.

ARTICLE 15.

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in future any negociations with any other power whatever without giving previous notice and entering into mutual consultation with the Honourable East India Company's Government; and the Honourable Company's Government on their part hereby declare that they have no manner of concern with any of His Highness's children, relations, subjects, or servants with respect to whom His Highness is absolute.

ARTICLE 16.

As by the present Treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nawab Ausuph Jah consequently engages never to commit any act of hostility or aggression against any power whatever; and in the event of any differences arising whatever adjustment of them the Company's government, weighing matters in the scale of truth and justice, may determine shall meet with full approbation and acquiescence.

ARTICLE 17.

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nawab Ausuph Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness's dominions.

ARTICLE 18.

Whereas, by the favour of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nawab Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan, and Rajah Raghojee Bhooslah, therefore should His Highness Rao Pundit Prudhan and Rajah Raghojee Bhooslah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

ARTICLE 20.

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof in English and Persian signed and sealed by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of special authority given to him on that behalf by the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of thirty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy the Treaty executed by Captain Kirkpatrick shall be returned; but the additional subsidiary force specified in the third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time.

Signed, sealed and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

Separate and Secret Articles.

Separate and Secret Articles appertaining to the Treaty of Perpetual and General Defensive Alliance concluded between the Honourable English East India Company and His Highness the Nawab Ausuph Jah Bahadoor on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

Article 1.

The Peishwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions:—

First.—Rao Pundit Prudhan shall accept the mediation of the Honourable Company's Government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah.

The British Government will also take into consideration the claims of His Highness the Nawab Ausuph Jah to a total exemption from chout, and will arbitrate, on the principles of justice and equity, any question now existing or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nawab Ausuph Jah; provided Rao Pundit Prudhan shall agree to accept the said arbitration; and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawab Ausuph Jah to a total exemption from chout.

Secondly.—Rao Pundit Prudhan shall give full satisfaction to the Honourable East India Company on the various points depending between him and the British Government in India.

Thirdly.—If Rao Pundit Prudhan shall agree to the following conditions, the Honourable East India Company and His Highness the Nawab Ausuph Jah will assist him in the restoration of his just authority in the Mahratta Empire.

Fourthly.—For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity such a body of the said Company's troops as shall hereafter be judged necessary for the restoration and maintenance of his authority.

Article 2.

Rajah Raghojee Bhooslah shall be admitted to the benefit of this general alliance on the following conditions:—

First.—Rajah Raghojee Bhooslah shall accept the Honourable Company's arbitration of all unadjusted points between His Highness the Nawab Ausuph Jah and the said Rajah, according to the tenor of subsisting Treaties.

Secondly.—Rajah Raghojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE 3.

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negociation, according to the tenor of the preceding Treaty. It is however declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nawab Ausuph Jah shall be entitled to participate equally with the other contracting parties in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nawab Ausuph Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth Articles thereof.

Signed, sealed, and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

SCHEDULE referred to in the TREATY.

SCHEDULE of HIS HIGHNESS the NIZAM'S territorial acquisitions by the TREATY of SERINGAPATAM, dated the 18th May 1792, and by the TREATY of MYSORE, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed TREATY are now, together with the TALOOK of ADONI, and all other talooks situated to the south, of the RIVERS TOOMBUDDRAH and KISTNAH, ceded in full and in perpetuity to the HONOURABLE EAST INDIA COMPANY.

List of Talooks acquired by the Treaty of Seringapatam.

	C. Pagodas.	F.	A.	P.
Sidhout, 6 Talooks	81,885	9⅓	1	0
Chinnoor, 6 ditto	65,427	4⅘	0½	0
Kumlapoor, 4 ditto	50,729	3¾	3	0
Vo-coor, 6 ditto	70,684	9	2½	0
Budwail, 3 ditto	54,883	0	4	0
Jumoonul Murrow, 7 Talooks	90,643	7	1	0
Kummum, 7 ditto	1,30,148	2⅓	1	0
Kunnuckgherry, 3 ditto	30,952	4¼	1	0
Chit Koontah, 1 Talook	11,298	9½	0	0
Gudtoor, 1 ditto	17,846	4½	0	0
Cœl Konetah, 1 ditto	10,224	9	3½	0
Opulpaha, 1 ditto	10,098	1¾	1½	0
Nursapoor, 1 ditto	8,397	5½	3	0
Bisspul, 1 ditto	11,074	11¼	0	0
Donypahr Wurdwarum, 1 Talook	12,402	3¾	1	0
Poodtoor, 2 Talooks	22,979	4	2	9
Chutwail or Multlwaur, 8 Talooks	1,30,769	3½	1	9
Monyaulpalo, 1 Talook	6,000	0	0	0
Nussam, 1 Talook	17,802	2½	0	0
Bungumpully and Chunchunmullah, 2 Talooks	41,804	9⅛	0	0
Ouak, 1 Talook	20,000	0	0	0
In Goody, 4 Talooks	51,782	8¼	0	0
Bulhary and Kurkoor, 1 Talook	23,000	0	0	0
Weonlahwempelly, 1 Talook	12,565	0	0	0
Kopaul, 8 Talooks	1,06,137	3½	1	0
Gajjinderghun, 8 ditto	1,01,977	9	0	0
Kunnuckgherry, 1 Talook	79,100	0	0	0
Singaputtun Oopalwurrah, 1 Talook	20,000	0	0	0
Hunmuntcond, 1 Talook	15,000	0	0	0
Busswahpoor, 1 ditto	5,000	0	0	0
Mokah, 1 Talook	12,162	6¾	2	0
In the Talook of Kookoor	370	2¼	1	9
TOTAL	13,16,666	6½	2	0

List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).

	C. Pagodas.	F.	A.
Fyze Hissur (the fort and dependencies)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Warkur Kunoor	8,998	0	0
Yarutty Murracheeroo	5,902	0	0½
Peem Rajah	4,800	0	0
Nuttoor	2,700	0	0
Bâly Mutty Murgh	9,426	3	0
Churtumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0
Koondunty	8,800	0	0
Yarghy	22,673	0	0
Pencoondah	60,000	0	0
Miuighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kunchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungherry	10,000	0	0
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Anungoondy	60,100	0	0
Hurpunkully, 6 Talooks	1,10,030	8¾	0
Wurtnahpoor, and sundry other villages in the Chittledroog district	5,840	1¼	0
TOTAL	7,93,300	10¾	0
GRAND TOTAL	21,09,968	5	3

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows :—

	C. Pagodas	F.	A.
Koopul, 8 Talooks	1,06,137	3½	0
Cajjirdughur, 8 ditto	1,01,977	9	0
Kunnauckgherry, 1 Talook	79,100	0	0
Villages of the Anagoondy district situated to the north of the Toombuddrah	8,710	0	0
Villages of the Tukkulcottah district, situated likewise north of the Toombuddrah	855	0	0
Retained by His Highness the Nizam	2,96,780	0½	0
Remains to the Honourable Company C. Pagodas	18,13,188	4½	3
Add to the Adoni country, which, together with all His Highness's remaining possessions, south of the Toombuddrah is, by the sixth Article of the annexed Treaty, ceded in exchange for the above districts to the Honourable Company Rupees	8,34,718	12	0

Signed, sealed, and exchanged at Hyderabad the 12th October A.D. 1800, or 22nd Jemaul-ul-Awul, A.H. 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS HIGHNESS NAWAB NIZAM-OOL-MOOLK AUSUPH JAH MEER UKBUR ALI KHAN BAHADOOR, SOUBAH of the DECCAN, his children, heirs, and successors, on the other; to be considered as appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded at HYDERABAD on the 12th of October 1800 A.D., or 22nd of Jemmadee-ul-Awul 1215 A.H.

ARTICLE.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that during the continuance thereof all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other respectively; and it is hereby further agreed that all officers, whether civil or military, belonging to their government, shall, when requisite, employ all their power and all the resources at their command in facilitating

the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad this 9th of January 1804, agreeing with 25th Ramzan, A.H. 1218.

(Sd.) J. A. KIRKPATRICK,
Resident.

His Highness's Mark.

His Highness's Little Seal.

His Highness's Great Seal.

(A true copy.)

(Sd.) J. A. KIRKPATRICK,
Resident.

No. LXXXVIII.

COMMERCIAL TREATY with the NIZAM—1802.

TREATY for the IMPROVEMENT and SECURITY of the TRADE and COMMERCE between the TERRITORIES of the HONOURABLE EAST INDIA COMPANY and of HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH, SOUBADAR of the DECCAN; settled by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, CAPTAIN GENERAL and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in INDIA, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and

whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord between contiguous nations: Wherefore the Honourable East India Company and His Highness the Nawab Ausuph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of commerce between the two States:—

ARTICLE 1.

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nawab Ausuph Jah, the Honourable Company hereby agree to grant to His Highness the free use of the seaport of Masulipatam; at which port His Highness shall be at liberty to establish a commercial factory and agents under such regulations as the nature of the Company's government shall require and as shall be adjusted between the Governor-General in Council and His said Highness.

ARTICLE 2.

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britannic Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations.

ARTICLE 3.

There shall be a free transit between the territories of the contracting parties of all articles being the growth, produce, or manufacture of each respectively; and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

ARTICLE 4.

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties shall be abolished, and all zemindars, renters, &c., shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE 5.

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice authenticated by the seal and signature of the proper Officer on each side: Nor shall any arbitrary valuation of any article or

commodity be admitted to enhance the amount of the duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties.

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth, produce, or manufacture of His Highness's territories and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE 7.

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions; and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

ARTICLE 8.

A duty of five per cent. and no more shall be levied once by His Highness's Government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation.

ARTICLE 9.

No merchants or traders under the Company's Government shall be allowed to re-vend in the dominions of the Nawab aforesaid the productions or manufactures of his territories puchased by them therein. Neither shall any grain be exported from the territories of the Nawab aforesaid into those of the Honourable Company without a special license for the purpose; nor any more grain be purchased in His Highness's territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed that, in cases of necessity, permission shall reciprocally be granted immediately on application for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deccan.

ARTICLE 10.

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawab Ausuph Jah, and *vice versâ*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent. according to the terms prescribed in the foregoing Articles. With re-

spect to others who do not come under the above description, such as traders from foreign parts or inhabitants of Hyderabad, who have always paid the usual duties, the kurrorah shall, as heretofore, levy duties from them according to custom.

ARTICLE 11.

The preceding regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next, answering to the 2nd of Jemmadee-ul-Awul, A.H. 1217, after which day no duties shall be levied in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE 12.

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself: and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness in the space of fifty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself, and on the delivery of such copy, the treaty executed by Major Kirkpatrick shall be returned.

Signed, sealed, and exchanged at Hyderabad this 12th day of April A.D. 1802, or 8th day of Zehidge, A.H. 1816.

Seal of the Nizam.

(Sd.) J. A. KIRKPATRICK,
Resident.

No. LXXXIX.

INSTRUMENT under the signature of the GOVERNOR-GENERAL IN COUNCIL, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognizing all the former TREATIES and ENGAGEMENTS with NIZAM ALI, deceased—1803.

The friendship and alliance which so firmly and happily subsisted between

His late Highness the Nawab Nizam Ali Khan, Soubadar of the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincerity and shall continue for ever unimpaired between His late Highness's eldest son and successor, the Nawab Secunder Jah, and the Honourable Company, and all Treaties and engagements which subsisted between His late Highness and the Honourable Company's government shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor-General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honourable Company and the signature of His Excellency the Most Noble the Governor General in Council at Fort William in Bengal this 24th day of August 1803.

ENGAGEMENT between SECUNDER JAH and the COMPANY—1803.

The friendship and union which so strongly and happily subsisted between the late Nawab Nizam Ali Khan Bahadoor (whose soul is in Paradise) and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and engagements likewise that were contracted with the late Nawab aforesaid are in full force to all intents and purposes; and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August Anno Domini 1803, answering to Rubbee-oos-Sanee, A.H. 1218, with the seal and signature of Meer Foulaad Ali Khan Secunder Jah Bahadoor, Soubadar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad.

The Seal of the Nawab Secunder Jah.

(Sd.) J. A. KIRKPATRICK,
Resident.

No. XC.

Partition Treaty of Hyderabad with His Highness the Soubahdar of the Deccan—1804.

Treaty for the Settlement of General Peace in Hindostan and the Deccan, and for the Confirmation of the Friendship subsisting between the Honourable English East India Company and its allies, His Highness the Soubahdar of the Deccan and His Highness Rao Pundit Prudhan Peishwa Bahadoor, settled between the said Honourable Company and the said allies by Major James Achilles Kirkpatrick, Resident of the Court of Hyderabad, in virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Majesty's Most Honourable Privy Council, Governor-General in Council of all the British Possessions and Captain General of all the British Land Forces in the East Indies.

Whereas by the terms of the Treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies, with the Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Rao Sindia at Surjee Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies :—

Article 1.

The province of Cuttack, including the port and district of Balasore, and all cessions of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

Article 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues, in participation with His Highness the Soubadar of the

Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah, to the westward of the river Wurdah, ceded by the third Article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the fifth Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Rao Sindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, ceded by the second Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 4.

The fort of Baroach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 5.

The fort and city of Ahmednugger, together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Rao Sindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth Article of the Treaty for Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan.

ARTICLE 7.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surjee Anjengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 17th of

Mohurrum, corresponding with the 28th of April, settled and concluded at Hyderabad by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Meer Ukbur Ali Khan Bahadoor, Soubadar of the Deccan, the said Major James Achilles Kirkpatrick has delivered to His said Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuph Jah Meer Akber Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English, bearing His Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned.

Done at Hyderabad this 28th day of April Anno Domini 1804, or 17th day of Mohurrum, Anno Hegira 1219.

(Sd.) J. A. KIRKPATRICK,
Resident.

No. XCI.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS the SOUBADAR of the DECCAN and his CHILDREN, HEIRS, and SUCCESSORS, for the further CONFIRMATION of FRIENDSHIP and UNITY of INTERESTS, concluded through the agency of CHARLES THEOPHILUS METCALFE, ESQ., RESIDENT at the COURT of HIS said HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, KNIGHT of the MOST NOBLE ORDER of the GARTER, KNIGHT, G.C., of the MOST HONOURABLE ORDER of the BATH, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES—1822.

Whereas certain rights, forts, and territories have come into the posses-

sion of the Honourable East India Company from the States of Nagpore and Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwa, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan.

ARTICLE 1.

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it.

ARTICLE 2.

The arrears of all claims and demands of chout, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chout of every description on account of any part of his possessions.

ARTICLE 3.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the late war on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4.

The districts formerly belonging to the Peishwa as specified in the Schedule A., hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B., hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8, together with the forts of Gawilghur and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to His said Highness.

ARTICLE 6.

The districts of Umber and Ellora, formerly belonging to Maharaj Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company in perpetual sovereignty the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C., hereunto annexed, and also the whole of his rights and possessions

situated within the district of Ahmednuggur as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah, according to the Schedule D. annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000.

ARTICLE 9.

Certain assignments of chout within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lakh and twenty thousand, having been guaranteed to Appa Dessaye and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enams and wurshasuns and all individual and charitable allowances of every description whatever which may have been granted either on the chout payable by His Highness to the Peishwa, or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation,* dated the 11th of February 1818.

* Substance of a MAHRATTA PROCLAMATION issued on the 11th of February 1818 by the HONOURABLE M. ELPHINSTONE, sole Commissioner for the settlement of the territories conquered from the Peishwa.

From the time when Bajee Rao ascended the musnud his country was a prey to faction and rebellion, and there was no efficient government to protect the people. At length Bajee Rao was expelled from his dominions and took refuge in Bassein, where he was dependent on the bounty of Cundee Rao Rastia. At this time he entered into alliance with the British Government, and was immediately restored to the full possession of his authority: the tranquillity that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration the country was laid waste by war and famine, the people were reduced to misery, and the government derived scarcely any revenue from its lands; since then, in spite of the farming system and the exactions of Bajee Rao's officers, the country has completely recovered, through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors. The British Government not only protected the Peishwa's own possessions, but maintained his rights abroad. It could not without injury to the rights of others restore his authority over the Mahratta Chiefs, which had expired long before its alliance with him; but it paid the greatest attention to satisfy his admissible demands, and succeeded, in spite of many difficulties, in adjusting some and putting others in a train of settlement. Among these were Bajee Rao's claims on the Guicowar. The British Government had prevailed on that Prince to send his prime minister to Poonah for the express purpose of settling those demands, and they were on the eve of adjustment, with great profit to the Peishwa, when Gungadhur Shastry, the Guicowar's vakeel, was murdered by Trimbuckjee Dainglia, the Peishwa's minister, while in actual attendance on his court and during the solemn pilgrimage of Punderpore. Strong suspicion rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, unwilling to credit such charges against a Prince and an ally, contented itself with demanding the punishment

Article 11.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawab Ausuph Jah Bahadoor,

of Trimbuckjee. This was refused, until the British Government had marched an army to support its demands; yet it made no claim on the Peishwa for its expenses, and inflicted no punishment for his protection of a murderer: it simply required the surrender of the criminal; and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance. Notwithstanding this generosity, Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the power of India against the British Government. At length he gave the signal of disturbances by fomenting an insurrection in his own dominions, and prepared to support the insurgents by open force. The British Government had then no remedy but to arm in turn. Its troops entered Bajee Rao's territories at all points and surrounded him in his capital, before any of those with whom he had intrigued had time to stir. Bajee Rao's life was now in the hands of the British Government; but that Government, moved by Bajee Rao's professions of gratitude for past favours and of entire dependence on its moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy. The principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal to the pay of a similar body of troops; and on their being agreed to, the British Government restored Bajee Rao to its friendship, and proceeded to settle the Pindarees, who had so long been the pests of the peaceable inhabitants of India, and of none more than the Peishwa's own subjects. Bajee Rao affected to enter with zeal into an enterprise so worthy of a great government, and assembled a large army on pretence of cordially assisting in the contest: but in the midst of all his professions he spared neither pains nor money to engage the powers of Hindostan to combine against the British; and no sooner had the British troops marched towards the haunts of the Pindarees, than he seized the opportunity to commence war, without a declaration, and without even an alleged ground of complaint. He attacked and burned the house of the British Resident, contrary to the laws of nations and the practice of India, plundered and seized on peaceable travellers, and put two British Officers to an ignominious death. Bajee Rao himself found the last transaction too barbarous to avow; but as the perpetrators are still unpunished and retain their command in his army, the guilt remains with him. After the commencement of the war, Bajee Rao threw off the mask regarding the murder of Gungadhur Shastry, and avowed his participation in the crime, by uniting his cause with that of the murderer. By these acts of perfidy and violence Bajee Rao has compelled the British Government to drive him from his musnud and to conquer his dominions. For this purpose a force is gone in pursuit of Bajee Rao, which will allow him no rest; another is employed in taking his forts; a third has arrived by the way of Ahmednuggur; and a greater force than either is now entering the Kandeish, under the personal command of His Excellency Sir Thomas Hislop. A force under General Munro is reducing the Carnatic, and a force from Bombay is taking the forts in the Concan, and occupying that country, so that in a short time no trace of Bajee Rao will remain. The Rajah of Sattara, who is now a prisoner in Bajee Rao's hands, will be released and placed at the head of an independent sovereignty, of such an extent as may maintain the Rajah and his family in comfort and dignity. With this view, the fort of Sattara has been taken, the Rajah's flag has been set up in it and his former ministers have been called into employment. Whatever country is assigned to the Rajah will be administered by him, and he will be bound to establish a system of justice and order: the rest of the country will be held by the Honourable Company. The revenue will be collected for the government, but all property, real or personal, will be secured. All wuttun and enam (hereditary lands), wurshasun (annual stipends), and all religious and charitable establishments will be protected, and all religious sects will be tolerated, and their customs maintained, as far as is just and reasonable. The farming system is abolished. Officers shall be forthwith appointed to collect a regular and moderate revenue on the part of the British Government, to administer justice and to encourage the cultivators of the soil. They will be authorized to allow of remissions, in consideration of the circumstances of the times. All persons are prohibited paying revenue to Bajee Rao or his adherents, or assisting them in any shape. No reduction will be made from the revenue on account of such payments. Wuttundars, and other holders of land, are required to quit his standard and return to their villages within two months from this time. The zemindars will report the names of those who remain; and all who fail to appear in that time shall forfeit their lands, and shall be pursued without remission until they are entirely crushed.

All persons, whether belonging to the enemy or otherwise, who may attempt to lay waste the country or to plunder the roads, will be put to death whenever they are found.

one copy thereof has been delivered to the said Nawab, and the Nawab on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor General, in every respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed, and exchanged at Hyderabad, 12th December, A.D. 1822, 27th Rubbee-ul-Awul, A. H. 1238.

The Nizam's Seal.

(Sd.) C. T. METCALFE. L. S.

„ HASTINGS.

„ J. ADAMS.

„ J. FENDALL.

„ J. H. HARINGTON.

Ratified by the Governor General in Council at Fort William in Bengal this 31st day of December 1822.

(Sd.) GEORGE SWINTON,
Secretary to Government.

A.

Schedule of the districts formerly belonging to the Peishwa, and now transferred by the 4th Article of the annexed Treaty to His Highness the Nizam.

Oomurtehair Julgaum Wyezapoor Seorage Untoor „ 22 Villages of Talook Rahisbone Seornije Dhabany Seorage Detached Villages Shewlee Peer Hirpoor Talookah Ghal Nandoor Sundry Villages	Total	5,69,275	8 0

B.

Schedule of the districts formerly belonging to the Rajah of Nagpore, and now transferred by the 5th Article of the annexed Treaty to His Highness the Nizam.

Akoal Argaum Wumais Bhatooly Kulkall	. .	3,25,000	8 0
Deduct the revenue of Moongaum held by Sreedhur Pundit and Jeswunt Rao Ramchunder, half of the village Belkhaira held by Jeswunt Rao Ramchunder.	. .	11,257	0 0
	Total .	3,13,743	8 0

C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena and within the district of Ahmednuggur, the whole of which are now transferred by the 7th Article of the annexed Treaty to the Honourable Company.

WEST OF THE SEENA.

In the pergunnah of Mohul, Circar of Purainda,—

The Kusbeh, etc.	Phool Chircholee.
Koorwullee, etc.	Wurwul.

Ram Higna, etc.

In the pergunnah of Raseen, Circar of Ahmednuggur,—

Koortee, etc.

In the pergunnah of Pandia, Circar of Pairgaum,—

Ahmednuggur.	Mentchgaum.
Saurergaum, etc.	Siraul, etc.

Loonee, etc.

In the pergunnah of Wangee, Circar of Purainda,—

Luhwa.	Kunder.
Krishbeh, etc.	Hitnowra.

In the pergunnah of Mundroop, Circar of Solapoor,—

Mundroop, etc.	Meeree, etc.

In the pergunnah of Taimbhoornee, Circar of Puraindar, —

Ahola, etc.	Hutgaum.
Wuralee.	Kusbeh of Taimbhoornee.

In the pergunnah of Chumargoonda, Circar of Ahmednuggur,—

Paleywarree, etc.	Saitphut.
Kurgut.	Korygaum.
Koondaiza.	Ghautgaum, etc.

In the pergunnah of Kunywulleet, Circar of Ahmednuggur,—

Kusbeh of Nandnuj.	Amba Julgaum, etc.
Hurmulla.	Sogaum, etc.
Pargaum, etc.	Mamdgaum, etc.

In the pergunnah of Burdole, Circar and Soobah of Beejapoor,—

Tanklee, etc.	Part of the village of Mandra.
Jujjeesunnee, etc.	Codree Kunnoor.
Charchars, etc.	Choutee and other Ubwaubs granted to the Putwurdhuns.

In the pergunnah of Oondergaum, Circar of Purainda,—

Marra, etc.

In the pergunnah and Circar of Purainda,—

Koordoo and 19 other khalsa villages.	Oopla.
Badlonee, and 11 other villages.	Papnass.

WITHIN THE DISTRICT OF AHMEDNUGGUR.

In the pergunnah of Kurwah,—

Adulgaum.	Kolegaum.

In the pergunnah of Jamkhair,—

Kurdlah.	Sonegaum.
Jamkhair.	Sountany attached to the fort of Purainda.
Loney.	Dhurrungaum.
Punpulgaum.	

In the turruff of Ranjungaum,—

Anguah.	Bhowsee.

In the talook of Khaim,—

Khaim.	Nimborry.

In the talook of Ahmednuggur,—

Kohrgaum.	Mandway.
Mreddurgaum.	Pargaum Kolhot.

Balwany.

In the pergunnah of Pangree,—

Bhatamray.	Chickroud.

In the Circar of Sungamnair,—

Rahlay.

In the pergunnah of Nawassa,—

Sallabutpoor.	Sooltanpore.
Boorhampore.	Kurmore.
Hingangaum.	Koontaphul.
Chanday.	Tondoolee.
Lohorwarry.	Sallut Wurgong.
Dairhgaum.	Dewallamy.
Moreguhan.	Wankkree.
Ballypoonduree.	Mallwany.
Neembgaum.	Nimbay.
Prowrah Sungum.	Prekargaum.
Pathewully.	Khandlay Khaddlay.
Koorneet Sengway.	Amulnair.

Total within the district of Ahmednuggur and on the west bank of the river Seena 4,31,785 3 0½

D.

Schedule of the participated rights and possessions of His Highness the Nizam situated on the east or left bank of the river Wurdah, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the pergunnah of Arwees,—
Circar of Gaweib.
In the pergunnah of Ashtee,—
Circar of Gaweil.
In the pergunnah of Amnair,—
Circar of Khavila.

Total . 75,000 0 0

(Sd.) G. SWINTON,
Secretary to Government.

No. XCII.

ENGAGEMENT of 1831.

The friendship and union which have been so strongly and happily established from of old between the Honourable Company and the late Nawab Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Ukbur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Furkhund Ali Khan Bahadoor, the eldest son and successor of the deceased Nawab, and the said Honourable Company.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawabs

Nizam-ool-Moolk Nawab Meer Nazim Ali Khan Bahadoor, and Nizam-ool-Moolk Nawab Meer Ukbur Ali Khan Bahadoor, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor General, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and treaties aforesaid, and that by the favour of God the stipulations of the said treaties and engagements shall be duly observed till the end of time In assurance whereof the Governor General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Simla, on the twentieth day of September 1831 A.D., answering to the 13th Rubbee-oon-sanee 1247, A.H., and delivered in duplicate on the 17th day of October 1831, by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nawab Ausuph Jah Mozuffer-ool-Moomalik Meer Furkhund Ali Khan Bahadoor Futteh Jung, Nizam of Hyderabad.

Governor General's Seal.

(Sd.) W. BENTINCK.
" H. T. PRINSEP,
Secretary.

No. XCIII.

TREATY with the NIZAM, dated the 21st May 1853.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, settled by COLONEL JOHN LOW, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by the MOST NOBLE JAMES ANDREW, MARQUIS OF DALHOUSIE, KNIGHT of the MOST ANCIENT and MOST NOBLE ORDER of the THISTLE, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, and GOVERNOR GENERAL, appointed by the HONOURABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

Whereas friendship and union have subsisted for a length of time

between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by treaties of general defence and protection; and whereas in the lapse of time many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said Treaties; and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States; and whereas it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented: wherefore the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States:—

ARTICLE 1.

The peace, union, and friendship so long subsisting between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore, of not less than eight battalions of sepoys and two regiments of cavalry, with their requisite complement of guns, and European artillerymen, fully equipped with warlike stores and ammunition.

Unless with the express consent of His Highness, there shall never be less than five regiments of infantry, and one of cavalry (with a due proportion of artillery) of the said subsidiary force stationed within the territories of His Highness, and the residue of such subsidiary force shall at all times be brought into His Highness's territories without delay, on His Highness making requisition therefor.

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the persons of His Highness, his heirs and successors, and reducing to obedience all rebels and exciters of disturbance in His Highness's dominions; but it is not to be employed on trifling occasions, or like sebundee, to be stationed in the country to collect revenue.

ARTICLE 3.

The Honourable East India Company further agrees that in lieu of His

Highness's present contingent, it shall maintain for His Highness, his heirs and successors, an auxiliary force which shall be styled the "Hyderabad Contingent," according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry, with four field batteries of artillery. It shall be commanded by British officers fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to His Highness the Nizam, fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

As the interests of the two States have long been identified, it is further mutually agreed that if disturbances shall break out in the districts belonging to the Honourable East India Company, His Highness the Nizam shall permit such portions of the subsidiary force as may be requisite, to be employed in quelling the same within the said districts. In like manner, if disturbances shall break out in any part of His Highness's dominions contiguous to the territories of the Honourable East India Company, to which it might be inconvenient, owing to the distance from Hyderabad to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness's dominions.

ARTICLE 5.

In the event of war His Highness the Nizam engages that the subsidiary force, joined by the Hyderabad Contingent, shall be employed in such manner as the British Government may consider best calculated for the purpose of opposing the enemy, provided that two battalions of sepoys shall always remain, as settled by former Treaties, near to the capital of Hyderabad; and it is also hereby agreed that, excepting the said subsidiary and contingent forces, His Highness shall not under any circumstances be called upon to furnish any other troops whatsoever.

ARTICLE 6.

For the purpose of providing the regular monthly payment to the

said contingent troops, and payment of Appa Dessaye's chout, and the allowances to Muhiput Ram's family, and to certain Mahratta pensioners, as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent. per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about fifty lakhs of Hyderabad Rupees, the Nizam hereby agrees to assign the districts mentioned in the accompanying Schedule marked A., yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the time being at Hyderabad, and to such other officers, acting under his orders, as may from time to time be appointed by the Government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thousand cavalry and six thousand infantry to accompany the British troops in the field; the present Hyderabad Contingent, which is to be maintained at all times (whether in peace or war), is accepted as an equivalent for the larger body of troops above specified to be furnished in time of war; and it is accordingly hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad Contingent, and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry is accordingly hereby annulled.

ARTICLE 8.

The districts mentioned in Schedule A are to be transferred to Colonel Low, C.B., the Resident, immediately that the ratified Treaty shall be received from Calcutta; and that officer engages on the part of the British Government, that the Resident at the Court of Hyderabad for the time being shall always render true and faithful accounts every year to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to His Highness, after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

ARTICLE 9.

This Treaty, consisting of nine Articles being this day concluded and settled by Colonel John Low, C.B., on behalf of the Honourable the English East India Company, with the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, Colonel Low has delivered one version thereof, in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by His Highness; and

Colonel Low hereby engages to deliver a copy of the same to His Highness the Nizam, duly ratified by the Governor-General in Council, within thirty days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May A.D. 1853, 12th Shaban A.H. 1269.

The initials of the Nizam.

The Seal of Colonel Low.

(Sd.) J. Low, *Colonel,*
Resident at Hyderabad.

„ Dalhousie.

„ J. Lowis.

„ J. Dorin.

Ratified by the Most Noble the Governor-General of India in Council at Fort William in Bengal on the 8th June 1853.

(Sd.) C. Allen,
Secy. to the Govt. of India.

A.

Schedule of Districts in Berar, Payen Ghat, the Raichore Doab, and borders of the Sholapore and Ahmednuggur Collectorates, Bombay Presidency, transferred to the management of the British Resident at Hyderabad, agreeably to the provisions of the 6th Article of the Treaty of 1853 (Fuslee 1263), entered into by the Honourable East India Company with His Highness the Nizam.

The Districts in Berar, Payen Ghat, transferred to British management are those lying to the north of the range of hills which extends from Adjuntah on the west, to Woon, near the Wurdah, on the east. Any villages not named underneath, within the above-mentioned boundary, will be included here-

after among those transferred to the management of the British Resident at Hyderabad—

PERGUNNAH.

Ankola	1,24,944
Dhianda	1,33,844
Baragaon	17,381
Thoogaon	61,425
Kurar Balughat	2,250
Posud ditto	17,158
Argaon	10,000
Nursee Balughat	73,129
Mahore ditto	14,360
Chichole ditto	12,722
Larkhair	4,556
Yawuk, *alias* Yawuth Mahal	2,287
Kulum	2,510
Chiknee	2,501
Mahagaon	11,370
Nargaon	975
Balagaon	8,750
Pundur Kowra	2,000
Bokshee Kheir	2,000
Wunmaidee	28,033
Munba	12,000
Boodnara Pooljee	32,068
Boonkee	2,702
Dhamodee, *alias* Dhamoree	18,923
Gooboo	6,000
Bowenbir	*14,000
Julka	*3.000
Seerala	10,000
Poosda	*5,000
Urgaon (small)	*1,500
Akote	77,000
Urgaon	1,25,000
Julgaon	97,000
Jamodee	35,155
Morsee	36,000
Pala	3,000
Malghat	15,000
Carried over	10,25,543

Brought forward	10,25,543
Dhoolghat	2,401
Soongaon	7,500
Moondgrum	1,500
Juroor	9,000
Karla	8,020
Bhailkheira	2,563
Oomrawutee	58,442
Pathore Shaikh Baboo	15,881
Barsee Taklee	12,076
Babun	3,881
Nandgaon	18,592
Pathooda	24,001
Punjur	16,682
Peepulgaon Raja	37,946
Buneirabeebee	37,759
Kolapoor	33,807
Thulagaon	21,173
Tiktal	3,500
Lakpooree	2,401
Raoja	1,500
Buroor	90,394
Soorli	2,991
Unjingaon Baree	2,918
Seereeala, *alias* Teerala	7,014
Nowsaree	1,036
Bukee	1,468
Elichpoor	1,00,000
Kuruchgaon	1,00,000
Unjingaon	1,05,219
Dharoor	20,000
Akoli	*6,500
Bulgaon	*5,000
Budneragungaee	59,843
Punchgawar	30,371
Salood	23,912
Papoo, *alias* Papul	7,911
Carried over	19,08,745

PERGUNNAH—*concluded.*

Brought forward	19,08,745	Brought forward	24,79,793
Punjmahagaon	51,921	Koorum	18,000
Reithpoor	61,710	Moortuzapoor	45,000
Chinchono	11,139	Mungaloor Pir	40,000
Khed Beloora	14,910	Koora	45,000
Seeona	14,820	Mungaloor Dustigeer	12,000
Banoda	17,855	Kusba Korum Kheir, etc.	8,708
Bathkolee	38,596	Dhumej, etc.	5,320
Pathrote	1,37,932	Assulgaon	10,105
Malkheira	10,871	Akote	9,000
Palus Kheir	10,011	Balapoor	2,41,275
Sawurgaon Taklee	2,500	Mulkapoor	51,319
Neir Pursoopundit	8,360	Raichore	2,499
Nandgaon Kazee	13,263	Rajoora	3,742
Davikota	3,226	Rohenkheir	2,491
Dhamunko	2,899	Chandore	20,727
Parsolee	2,200	Nandoora	9,846
Manjurkheir	8,525	Nundgaon	3,736
Oomrawutee Ranee	4,665	Jeypoor	4,146
Hewur Kheir	22,601	Koklee	990
Amnair	6,855	Devulghat	17,955
Sirisgaon	19,189	Darsangvee	6,159
Danapoor	75,000	Daria	17,436
Manna	22,000	Karinjabeebee	23,535
Girowlee	10,000	Karee Dhamini	14,297
		Kamurgaon	2,230
Carried over	24,79,793		
		Total Rs.	30,95,309
Deduct amount of personal jaghires marked thus *			35,000
		Total Rs.	30,60,309

The above amount is exclusive of deh sadur, roosooms, muktas, yeomeeas, enams, and all charitable allowances, hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

Districts in the Raichore Doab transferred to the management of the British Resident, the boundaries of which are the river Krishna and Toombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

Pergunnah Deodoorg, etc., and the talooka of Kadloor, etc.		1,07,872
The Gudwal Peshkush		1,15,000
Pergunnah Huvellee, Raichore, etc., Mahalat		3,95,380
Ditto Kanghery, etc., and Gooboor and Tharana		2,22,280
Ditto Koopul, etc.		1,84,887
Ditto Moodkee and Moodgul		59,063
Ditto Gungawuttee		66,860
	Total Rs.	11,51,342

No claims in these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances.

Districts on His Highness's Western Frontier bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore.

I.—The sixteen villages in the Beer district, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely :—

	Revenue. Rs.	a.	p.
Karégaon	902	11	3
Hutola	773	14	6
Khoptee	574	5	6
Bhudkul	740	5	6
Morala	1,595	13	0
Meenda	374	7	0
Warjur	1,189	0	0
Roopoor	104	8	6
Kotun	1,965	4	0
Carried over, Rs.	8,220	5	3

	Revenue. Rs.	a.	p.
Brought forward	8,220	5	3
Seerapoor Dhomala	1,417	15	0
Bitelha	1,452	3	9
Bawee	505	0	0
Jam	292	0	0
Vurnee	624	3	0
Madmapoor	232	10	0
Vadoli	436	11	0
Total Rs.	13,181	0	0

II.—All the villages in the districts of—

Katee.	Nuldoorg.
Mardee.	Tooljapoor.
Peranda.	Lohara.
Dharaseo.	Gunjotee.
Bhoom.	Alund.
Kullum.	Afzulpore.
Latoor.	

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmednuggur and Sholapore Collectorates of the Bombay Presidency, on the south of the Bheema, and on the east in as direct a line as can possibly be drawn between the town of Nittoor on the Manjira, and Afzulpore on the Bheema, yielding a gross revenue of about eight lakhs of Rupees per annum, exclusive of personal jaghires, yeomeeas, roosooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, yeomeeas, enams, and all charitable allowances.

The talookas detailed hereafter, belonging to Surf-i-Khas, and the noblemen mentioned underneath, will be left to the revenue management of the Officers appointed for that purpose by the Hyderabad Government.

BERAR.

Surf-i-khas Talookas.

Budnera Gungaee	59,843	Brought forward	2,35,668
Puchgohan	30,371	Chinchona	11,139
Salood	23,912	Khedbelloora	14,910
Papoo *alias* Papul	7,911	Seeona	14,820
Punj Mahagaon	51,921	Bunoda	17,855
Reithpoor	61,710	Bath Kolee	38,596
		Pathrot	1,37,932
Carried over	2,35,668	Malkheira	10,871
		Palas Kheira	10,011
		Total	4,91,802

Jaghire Talookas belonging to Siraj-ool-Moolk Bahadoor.

Dhureeapoor	75,000	Brought forward	1,25,000
Manna	22,000	Moortezapoor	45,000
Garowlee	10,000	Mungaloor Dustigeer	12,000
Koorum	18,000	Mungaloor Pir	40,000
		Kora	45,000
Carried over	1,25,000	Total	2,67,000

DOAB TALOOKAS.

Belonging to Surf-i-khas.

Mooshkee and Moodgul	59,063
Total Rupees	8,17,865

Talookas on the west of His Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore.

Surf-i-khas.

Villages in the Lohara Talooka.
" " Gunjotee "
" " Alund "
Shums-ool-Oomrah Bahadoor's Talooka of Afzulpoor.

In lieu of the deficiency in the originally estimated value of the western districts bordering on the Sholapore and Ahmednuggur Collectorates, transferred to British management, also in lieu of certain Surf-i-khas villages in the Valley of Berar, inserted in the preceding lists, and the jaghire of Bhom, belonging to Rajah Urjoon Bahadoor, all as detailed below.

DETAIL.

Deficiency in the estimated amount of gross revenue in the Western Districts ...	4,58,506

SURF-I-KHAS.

Names of Villages.

Pandarkoora	2,000	
Mombhar	12,000	
Pergunnah Budnara Pooljee	32,068	
Savurgaon Taklee	2,500	
		48,568
Pergunnah Bhom, Rajah Urjoon Bahadoor ...		41,100
Rupees		5,48,174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghat, Berar.

List.	Rs.
Pergunnah Mehkur	38,339
Ditto Sindkhair	17,588
Ditto Mulkapoor Pangree	11,350
Ditto Seoolee	13,451
Ditto Lonhar	8,937
Ditto Wakhud	5,159
Ditto Gatpooree	6,279
Ditto Karoomatergaon	7,511
Ditto Futeh Khelda	27,666
Muoje Kopta	722
Kusba Dondgaon	4,109
Sayur, etc., of the above Mahalat	7,563
Pergunnah Bassim	60,891
Ditto Ounda	20,197
Ditto Sirpoor	22,857
Mouza Moongla	1,286
Pergunnah Kulumnooree	38,770
Ditto Oomurkhair	89,208
Ditto Tamsa	15,054
Ditto Munnata	8,171
Ditto Sewala	24,515
Ditto Patchlagaon	8,470
Ditto Nandapoor {10,981 / 15,619}	26,600
Kusba Seogaon	1,731
Muoje Chickultana, Pergunnah Chartana	829
Ditto Dawulgaon, Pergunnah Lohgaon	1,848
Ditto Ursolee, and other villages, Pergunnah Kooror	5,142
Muoje Dhar	8,012
Ditto Leh, etc.	1,869
Ditto Koorurgaon	5,000
Ditto Salapoor, Pergunnah Patree	14,000
Villages in the Pergunnah of Kurar	6,656
Ditto Talooka Kurar	6,000
Mouza Chandoor, Pergunnah Sirpoor	438
Ditto Untolee, and other villages of Pergunnah Chintoor	4,895
Ditto Davulgaon, Pergunnah Sindkhair	2,345
Pergunnah Unsing	6,159
Ditto Keesoor	12,257
Ditto Darsoor, with villages	6,079
Mouza Kunaut	650
Total	5,48,601

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A. of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 13th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conveyed in a despatch from the Government of India, No. 4409, dated the 18th of October 1853.

	Rs.
Pergunnah Oomur Khair	89,208
Ditto Kulumnooree	38,770
Ditto Nandapoor	26,600
Ditto Sewala	24,515
Ditto Ounda	20,197
Ditto Tamsa	15,055
Ditto Munnata	8,171
Ditto Chicole	12,722
Ditto Mahagaon	11,370
Ditto Patchlagaon	8,470
Muoje Dhar	8,012
Ditto Leh, etc.	1,867
Kusba Seogaon	1,731
Pergunnah Kurar	2,250
Villages, Pergunnah Kurar	6,656
Ditto Talooka Kurar	6,000
Muoje Salapoor, Pergunnah Patree	14,000
Ditto Koorurgaon	5,000
Ditto Untolee, and other villages of Pergunnah Chintore	4,895
Ditto Chickultana, Pergunnah Chartana	829
Ditto Ursolee, and other villages of Pergunnah Kooror	5,142
Ditto Moongla, Pergunnah Sirpoor	1,286
Ditto Chandoor, ditto	438
TOTAL	3,13,183

Dated at Hyderabad, 22nd November 1853 (20th Suffur 1270).

(Sd.) C. DAVIDSON,
Officiating Resident.

No. XCIV.

SUPPLEMENTAL TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN on the one part, and HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MULK AUSUPH JAH BAHADOOR, on the other part, settled by LIEUTENANT-COLONEL CUTHBERT DAVIDSON, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONOURABLE CHARLES JOHN EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL OF INDIA, and one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL—1860.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1853 and will simplify the relations of the two Governments, if certain modifications of that Treaty are made, and whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor-General in Council to give all possible solemnity to certain acts marking the high esteem in which His Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor-General on behalf of Her Majesty, and the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor.

ARTICLE 1.

All Treaties and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it.

ARTICLE 2.

The Viceroy and Governor-General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore.

ARTICLE 3.

The debt of about fifty (50) lakhs of Hyderabad Rupees due by the Nizam to the British Government is hereby cancelled.

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and expenditure of the Assigned Districts for the past, present, or future. But the British Government will pay to His Highness any surplus that may hereafter accrue after defraying all charges under Article 6 and all

future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government.

ARTICLE 5.

The Viceroy and Governor-General in Council restores to His Highness the Nizam all the Assigned Districts in the Raichore Doab, and on the western frontier of the dominions of His Highness adjoining the Collectorate of Ahmednuggur and Sholapore.

ARTICLE 6.

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf-i-Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty-two (32) lakhs of Rupees currency of the British Government, shall be held by the British Government in trust for the payment of the troops of the Hyderabad Contingent, Appa Dessaye's chout, the allowance to Mohiput Ram's family, and certain pensions mentioned in Article 6 of the said Treaty.

ARTICLE 7.

The Surf-i-Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8.

His Highness the Nizam cedes to the British Government in full sovereignty all the possessions of His Highness on the left bank of the river Godavery and of the river Wyne Gungah above the confluence of the two rivers, *viz.*, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noogoor, and Sironcha.

ARTICLE 9.

The navigation of the river Godavery and its tributaries, so far as they form the boundary between the two States, shall be free, and no customs duties or other cesses shall be levied by either of the two contracting parties, or by the subjects of either, on goods passing up or down the aforesaid rivers.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant-Colonel Cuthbert Davidson, C.B., on behalf of the Viceroy and Governor-General of India, with the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor, Lieutenant-Colonel Cuthbert Davidson has delivered one version thereof in English and Persian, signed and sealed

by himself, to the Nawab, who on his part has also delivered one copy of the same to Lieutenant-Colonel Davidson duly executed by His Highness; and Lieutenant-Colonel Davidson hereby engages to deliver a copy of the same to His Highness the Nizam duly ratified by the Viceroy and Governor-General within thirty days from this date, when this copy herewith signed and sealed by the British Resident will be returned.

Signed, sealed and exchanged at Hyderabad on the twenty-sixth day of December, A. D. 1860, 12th Jummadee-sanee 1277 Hegira.

Seal. (Sd.) CUTHBERT DAVIDSON,
Resident.

Seal. (Sd.) CANNING.

Ratified by His Excellency the Viceroy and Governor-General of India, in Camp at Amerpattan, on the 31st day of December 1860.

(Sd.) A. R. YOUNG,
Offg. Secy. to the Govt. of India.

No. XCV.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT, HYDERABAD, No. 917, dated 29th March 1875.

In reply to your letter No. 492, dated 6th instant, affording further information relating to a proposal emanating from the Government of India that Article 3 of the Commercial Treaty of 1802, which provides for a free transit of all articles of produce and manufacture between the territories of the contracting parties, may not be held to apply to the transit of salt produced in His Highness the Nizam's territory, and enquiring whether there is any objection on the part of His Highness's Government to the proposed measure, I have the honour to state that although a prohibition against the transit of salt from His Highness's territory would be contrary to the terms of the Treaty under reference, yet as it is often found necessary with due regard to the interests of both Governments, and in compliance with expediency and exigencies of the times, either to act temporarily in contravention to the terms of a Treaty, or to amend its provisions, I also agree with the Government of India in the advisability of the proposal under reference, and

have accordingly issued instructions to those Talookdars in whose districts salt is produced to any considerable extent, enjoining them that although salt is not at present exported to British territory from His Highness's country owing to its limited production, nevertheless care should be taken to provide against any person hereafter entertaining the idea of exporting it to British territory.

No. XCVI.

TRANSLATION of a NOTE from the MINISTER to the RESIDENT, dated 13th August 1860 = 24th Mohurrum 1277.

Your note of yesterday's date, No. 1216, regarding land required for the Railway and Irrigation Companies in the Raichore Doab District has been received. Agreeably to your proposal the lands requisite for the above purposes between Pangtoor and Kurnool, and in the Moodgul District, will be granted by this Circar if the Raichore Doab is restored to His Highness. I beg to add that all cowls and agreements which have been entered into by the District Officers in the districts will be adhered to and respected during the period which they have yet to run.

No. XCVII.

MEMORANDUM of TERMS of an AGREEMENT entered into between the BRITISH GOVERNMENT and the GOVERNMENT of HIS HIGHNESS the NIZAM for the construction of a RAILWAY from the GREAT INDIAN PENINSULAR RAILWAY near GOOLBURGA to HYDERABAD.—1870.

The Government of the Nizam will, with the aid of the shareholders in the Railway, as already arranged, provide all the capital required for the construction, maintenance and working of the Railway, including provision of land and payment of necessary compensation, survey, and so forth, the whole cost of which is now estimated at about one crore of British Rupees, the supply of all requisite rolling-stock and other equipments being included.

2. The British Government engages to construct and manage the Railway through the Resident at Hyderabad in behalf of the Nizam's Government on the following conditions.

3. The preparation of the project for the Railway, and the estimates which have been already begun, shall be completed as soon as practicable, under the orders of the Resident. The plans and estimates shall be submitted for the consideration of the Minister of the Nizam, who shall be at liberty to offer

his opinions and suggestions thereon. The Resident will forward the project and estimate with the remarks of the Minister and his own opinions to the Government of India, which will determine all questions arising as to the proposals put forward.

4. The Resident will commonly correspond direct with the Government of India and issue any needful orders as to the Railway as occasion may arise. But on matters of importance he will not refer to the Government of India or issue orders, unless in case of great urgency, without consulting the Minister, who will promptly express his opinion on the question at issue. The Minister will also at all times communicate to the Resident on any matter relating to the Railway to which he shall desire to draw attention. All such communications and their results shall be reduced to writing and recorded.

5. The Nizam's Government will not issue any orders regarding the Railway to any officers or servants employed on the line, but all necessary communications will be made through the Resident or such officers as he shall appoint for this purpose. Summonses will be dealt with as is usual in such cases.

6. The Resident in carrying out the business connected with the Railway will exercise the same control over the Engineers and other persons employed on it as he exercises over other officers and persons employed in like duties within his administrative jurisdiction.

7. All the Engineers and other persons employed on the Railway will be appointed under the Resident or by him in the manner customary in the Public Works Department, but they shall be regarded as servants of the Nizam's Government. The employment of all Europeans will be subject to the reservations made in the Treaties between the two Governments, and European British subjects employed on the Railway will be dealt with in accordance with the rules existing from time to time for dealing with such persons in Foreign States.

8. Any persons in the regular service of the British Government transferred for employment on the Railway shall have preserved to them the claims for leave, absentee allowances and pension, etc., which they had while in the service of the British Government, and the Nizam's Government will make suitable arrangements to meet the payments for salaries and a proper proportionate contribution for leave, allowances and pensions of such persons.

9. The Railway Police shall be established on the same system as on the part of the Great Indian Peninsular Railway in the Nizam's territories, and shall be placed under the general control and direction of the Resident.

10. The general Railway Act applicable to Railways in British India shall be made applicable to the Railway and its management as far as circumstances will admit.

11. Regular yearly or half-yearly Judicial Returns of all cases dealt with in connection with the Railway shall be furnished to the Minister.

12. The accounts of the construction and working of the Railways shall be kept in Halee Sicca currency, and in the general manner adopted on the Railways of the British Government. Half-yearly accounts will be furnished to the Ministers in such form as shall be agreed between him and the Resident.

13. Half-yearly or yearly Returns of the working of the Railway and of the traffic will be prepared as customary on British Railways and furnished to the Minister together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway.

14. The stores and materials obtained from England for the Railway will be charged to the Nizam's Government on the same system that is followed in making similar charges for the Railways of the British Government; and the payments will be held to be due when the charges are so made in the accounts. The payments will be made at Hyderabad at the ordinary rate of exchange fixed from time to time for other transactions between the two Governments, or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite.

15. A yearly or half-yearly estimate of the requirements of cash for the Railway shall be communicated at suitable times to the Minister, who will make needful arrangements for the supply of funds at convenient places along the line; and no demand for a supply of money will be made in excess of the estimated amount for each period.

16. The Railway will be called the Nizam's State Railway. It will be the exclusive property of the Nizam's Government, which will receive all the profits derived from the working.

17. The Engineer who holds the appointment of Secretary in the Public Works Department of the Nizam's Government will be at liberty to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

18. The Troops, Military Stores, and Police of both Governments shall be carried on the Railway on the same general terms and system as are in force on Railways in British India.

19. The Mails of both Governments will be carried free on the Railway and the arrangements for the postal service shall be regulated as nearly as possible as on Railways in British India.

20. It shall be left to the British Government to decide whether they will construct the Telegraph along the Railway at their own cost, and so work it, or whether it shall form part of the Railway. But under any circumstances so many wires shall be secured for the use of the Railway as are required for the proper working of the traffic, the Nizam's Government in such a case bearing a proper proportionate share of the cost of maintenance and working.

21. This agreement may be modified at any time by mutual consent.

Muktar-ul-Moolk.	Shums-ul-Umra Kabeer.

(Sd.) C. B. SAUNDERS,
Resident at Hyderabad.

Dated 19th May 1870, corresponding to 17th Safar 1287 Hijree.

MEMORANDUM of ALTERATIONS in the AGREEMENT between the two GOVERNMENTS for construction of STATE RAILWAY.

Heading.—No Alterations.

Paragraph 1.—Addition after * * the Nizam will "with the aid of the shareholders in the Railway, as already arranged," provide * *. Addition after * * for the construction, "maintenance and working" of the Railway * * *.

Paragraph 2.—No alterations.

Paragraph 3.—Ditto.

Paragraph 4.—Ditto.

Paragraph 5.—Ditto.

Paragraph 6.—Ditto.

Paragraph 7.—Ditto.

Paragraph 8.—Addition after * * * allowances and pension, etc., which * *.

Paragraph 9.—No alterations.

Paragraph 10.—Ditto.

Paragraph 11.—Ditto.

Paragraph 12.—Ditto.

Paragraph 13.—Addition after * * * furnished to the Minister "together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway."

Paragraph 14.—Addition after * * * between the two Governments "or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite."

Paragraph 15.—No alterations.

Paragraph 16.—Ditto.

Paragraph 17.—No alterations.

Paragraph 18.—Ditto.

Paragraph 19.—Ditto.

Paragraph 20.—Expunged after * * * maintenance and "and of interest on first cost."

Paragraph 21.—No alterations.

(Sd.) C. B. SAUNDERS,
Resident.

The 30th May 1870.

No. XCVIII.

Seal.

TRANSLATION of a SUNNUD from the NIZAM'S GOVERNMENT, dated 30th Zehidge 1277 Hegira (10th July 1861).

Whereas many Europeans, foreigners and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam; and as disturbances arise amongst themselves and the inhabitants of the said territory; it is hereby made known by the Nizam's government that, in the event of any dissension or dispute arising among the classes aforenamed within the said territory, except those employed by this Circar and its dependants, the Resident at Hyderabad, or other officer or officers whom he may from time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XCIX.

ADOPTION SUNNUD granted to HIS HIGHNESS THE NIZAM OF HYDERABAD.—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that on failure of natural heirs any succession to the government of your State, which may be legitimate according to Mahomedan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government.

Dated 11th March 1862. (Sd.) CANNING.

No. C.

EXTRADITION TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN and HIS HIGHNESS THE NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., executed by RICHARD TEMPLE, ESQ., C.S.I., RESIDENT at the COURT of HYDERABAD, by virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, on the one part, and SIR SALAR JUNG MOOKHTAR-OOL-MOOLK BAHADOOR, K.C.S.I., by virtue of full powers vested in him by HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., on the other part.—1867.

ARTICLE 1.

The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

ARTICLE 2.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition. If the person claimed should be of doubtful nationality, he shall, with a view to promote the ends of justice, be surrendered to the Government making the requisition.

ARTICLE 3.

Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Article 4.

ARTICLE 4.

Subject to the above limitations, any person who shall be charged with having committed within the territories belonging to, or administered by,

the Government making the requisition any of the undermentioned offences, and who shall be found within the territories of the other, shall be surrendered:—The offences* are, mutiny, rebellion, murder, attempting to murder, rape, great personal violence, maiming, dacoity, thuggee, robbery, burglary, knowingly receiving property obtained by dacoity, robbery, or burglary, thefts of property exceeding 100 Rupees in value, cattle-stealing, breaking and entering a dwelling-house and stealing therein, setting fire to a village, house, or town, forgery, or uttering forged documents, counterfeiting current coin, knowingly uttering base or counterfeit coin, embezzlement, whether by public officers or other persons, and being an accessory to any of the abovementioned offences.

ARTICLE 5.

In no case shall either Government be bound to surrender any person accused of any offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 6.

The above Treaty shall continue in force until either one or the other of the high contracting parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 7.

All existing engagements and agreements shall continue in full force.

Signed, sealed, and exchanged at Hyderabad on the eighth day of May in the year of our Lord one thousand eight hundred and sixty-seven.

Mookhtar-ool-Moolk.

(Sd.) R. TEMPLE,
Resident.

Ratified this day.

(Sd.) JOHN LAWRENCE,
Governor-General.

SIMLA;
The 25th May 1867.

(Sd.) W. MUIR,
Secy. to Govt., Foreign Dept.

* The offence of kidnapping and abduction was subsequently added to this list in correspondence with the Nizam's Government (see letter from Resident, Hyderabad, No. 133, dated 18th March 1884).

No. CI.

AGREEMENT made between HIS HIGHNESS the NIZAM and the GOVERNMENT of INDIA—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1867 between the British Government and the Hyderabad State; and whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Hyderabad State has been found by experience to be less simple and effective than the procedure prescribed by the law as to extradition of offenders in force in British India; it is hereby agreed between the British Government and the Hyderabad State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Hyderabad State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Hyderabad, Deccan, on the twenty-first day of July one thousand eight hundred and eighty-seven.

(Sd.) MIR MAHBOOB ALI KHAN,

„ J. G. CORDERY.

British Resident at Hyderabad.

„ DUFFERIN,

Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twelfth day of September A.D. one thousand eight hundred and eighty-seven.

(Sd.) H. M. DURAND,

Secy. to the Govt. of India, Foreign Department.

No. CII.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT at HYDERABAD, No. 3805, dated 11th November 1871.

I beg to acknowledge the receipt of your letter No. 2590, dated 3rd November 1871, containing expressions of friendship and assurance. The former circumstances to which you have been pleased to allude are all strictly true, because exchanges of villages could not be effected without obtaining the orders of His late Highness Afzal-ud-Dowlah, and I was not able, without information of all points, to make solicitations on any subject. By means of Mr. Cordery's letter preliminary arrangements were made for ascertaining, through the action of the boundary settlement, the circumstances and condition of the villages requiring to be exchanged; and now both Shams-ul-Umara Ameer-i-Kabeer Bahadur and myself are prepared to have, as suggested by you, the Berar boundary rectified.

2. With reference to the 13th paragraph of your letter containing an allusion to certain apprehensions to which I gave expression in conversation with Major Tweedie, you may rest assured that no apprehensions in regard to the settlement of the boundary or any such arrangement emanating from yourself were entertained by me; because the boundary settlement, being conducive only to good administration, cannot give rise to any apprehensions. The only doubt entertained by me was that in the absence of any preliminary explanation the exchange of unassigned for assigned territory would result in difficulties in the event of Berar being returned to this Government. Otherwise there is not the least doubt in regard to any arrangement made by the British Government. On the contrary, it is a matter of certainty that any advice given by the British Government is for the advantage of this Government, since the former is, and always will be, a supporter of the latter.

3. All the explanation that has been considered necessary has now been given by me. I have also to acknowledge the receipt of all your kind letters. There seem to be no objections to carrying out the arrangements proposed by Talookdar Khorshedjee and Mr. Hobson. On receipt of sanction from His Excellency the Viceroy, I will issue orders for the exchange; but even should you wish the exchange to be effected at once, the Nizam's Government are in a position to issue the necessary orders.

4. This Government binds itself to respect all concessions granted by the British Government during their administration of the said tracts.

5. In conclusion, I have much pleasure in bringing to your notice the good services of Mr. Hobson, the Revenue Officer deputed for this work, who

personally undertook the trouble of drawing up the necessary maps, and supplying our Talookdar, Khorshedjee, for record in my Office, with copies and for all kindness shown him while engaged in this work. I would therefore request that you will kindly convey the special thanks of the Nizam's Government to that officer. All English papers connected with the subject will be returned, after copies of them have been taken, together with the maps.

List of Land and Villages Affected by proposed transfers.

Land and Villages now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultiv able in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Pimpulwaddy	Mulkapoor	Rohenkhed	411	854	72	782	169	129	1	130	131	
2. Shingiri	Mehkur	Mulkapoor	1,274	2,414	332	2,081	1,883	807	60	867	231	
3. Ankurwal	Ditto	Sindkheir	444	609	35	574	373	246	18	264	86	
4. Jeypoor	Ditto	Lonar	1,899	3,199	295	2,905	2,238	991	73	1,064	511	
5. Yerindishwur	Ditto	Mulkapoor	496	1,153	25	1,127	1,105	487	36	523	102	
6. Kokassur	Ditto	Ditto	345	949	105	843	441	184	14	198	75	
7. Pokri	Ditto	Ditto	620	1,715	288	1,425	715	404	30	434	163	
8. Bhugoti	Bassim	Bassim	...	...	...	...	1,418	974	88	1,062	...	Land.
9. Tapwun	Ditto	Ditto	...	...	...	...	482	308	26	334	...	Ditto.
10. Garkhed	Ditto	Ditto	...	...	...	...	356	155	13	168	...	Ditto.
11. Pimpri	Ditto	Ditto	223	1,621	838	783	676	394	46	440	309	
12. Brahmunwaddy	Ditto	Ditto	407	787	182	605	505	260	22	282	153	
13. Malsheloo	Ditto	Ditto	296	1,807	488	1,319	1,309	786	70	856	281	
14. Jeypoor	Ditto	Ditto	413	1,083	105	978	659	399	34	433	250	
15. Phallegaon	Ditto	Ditto	643	2,099	641	1,458	1,105	754	63	817	1,919	
16. Burkuddi	Ditto	Ditto	180	600	135	465	465	355	25	380	69	
17. Yekamba	Ditto	Ditto	354	909	214	695	617	365	31	396	153	
18. Kunnairgaon	Ditto	Ditto	369	1,574	719	855	577	453	39	492	206	
19. Waddeewunna	Ditto	Ditto	95	723	489	234	156	101	10	111	15	
20. Pangurkhed	Ditto	Ditto	62	528	346	182	99	61	7	68	50	
21. Wanjola	Ditto	Ditto	376	2,950	1,518	1,432	605	365	40	405	155	
22. Belloora	Ditto	Ditto	1,010	2,584	1,084	1,500	640	557	27	584	190	Jaghire.
23. Chinchala	Ditto	Ditto	95	2,304	1,065	1,239	802	405	30	435	82	
24. Khundhalla	Ditto	Ditto	318	3,644	1,667	1,977	1,947	763	63	826	399	
25. Malhewra	Ditto	Ditto	55	3,849	2,826	1,023	934	350	31	381	437	
26. Kapoorkhed	Ditto	Ditto	98	615	430	185	157	80	8	97	44	
27. Limbhalla	Ditto	Ditto	69	840	402	438	396	259	22	281	207	

28. Dhingi	Ditto	Ditto	97	1,223	653	570	436	232	20	252	240	
29. Kurda	Ditto	Ditto	291	762	103	659	649	534	46	580	202	
30. Shirsum Khoord	Ditto	Ditto	107	1,502	452	1,050	492	160	15	175	113	
31. Do. Buzoorg	Ditto	Ditto	370	3,288	2,196	1,092	1,092	745	63	808	618	
32. Hirdi	Ditto	Ditto	193	1,094	190	994	831	364	31	395	222	
33. Lorthalla	Ditto	Ditto	66	606	31	575	546	498	42	540	281	
34. Dhanapoor	Ditto	Ditto	89	507	164	343	339	184	24	208	133	
35. Songuovan	Ditto	Ditto	248	1,129	669	460	386	154	14	168	33	
36. Bhut Saongi	Ditto	Ditto	80	904	426	478	238	132	17	149	163	
37. Phtoada	Ditto	Ditto	65	676	399	277	161	90	8	98	87	
38. Dhotra	Ditto	Ditto	114	765	407	358	279	84	10	94	162	
39. Digrus	Ditto	Ditto	129	2,299	1,255	1,044	734	285	25	310	240	
40. Toorung Saongi	Ditto	Ditto	153	548	85	463	318	204	20	224	183	
41. Oomri Dhall	Ditto	Ditto	97	840	350	490	429	154	16	170	148	
42. Pullaswun	Ditto	Ditto	129	900	429	471	432	214	21	235	261	
43. Khanapoor	Ditto	Ditto	26	912	717	195	113	68	6	74	87	
44. Ehuldurri	Ditto	Ditto	131	1,543	1,218	325	216	89	9	98	...	
45. Savorgaon	Ditto	Ditto	32	1,543	1,285	258	152	56	7	63	170	
46. Sandas	Ditto	Ditto	58	442	271	171	109	53	3	56	25	
47. Nimbi	Ditto	Ditto	180	420	174	246	157	65	9	74	171	
48. Lohara	Ditto	Ditto	131	1,543	1,308	235	193	56	5	61	217	
49. Pimpuldurri	Ditto	Ditto	157	253	48	205	187	111	10	121	176	
50. Wurari	Poosud	Kulumnoori	...	...	...	609	378	106	3	109	...	Land.
51. Esapoor	Ditto	Ditto	564	1,413	121	1,292	956	364	9	373	256	
52. Soohili	Ditto	Ditto	...	...	...	...	65	65	...	65	...	Land.
53. Waki	Ditto	Ditto	...	...	...	1,349	1,349	718	26	744	...	Ditto.
54. Munola	Ditto	Ditto	...	...	...	372	367	340	8	348	...	Ditto.
55. Chincholi	Ditto	Oomurkhed	...	...	...	...	49	44	...	44	...	Ditto.
56. Kurrooj Buzoorg	Ditto	Ditto	...	...	...	...	10	16	...	16	...	Ditto.
57. Karkhed	Ditto	Ditto	...	...	...	...	72	76	...	76	...	Ditto.
58. Kap	Yeothmal	Sindkheir	...	...	...	498	198	55	...	55	...	Ditto.
59. Pokri	Mehkur	Ditto	1,032	1,320	124	1,196	774	464	34	498	152	
60. Koombiphul	Ditto	Ditto	707	662	34	628	500	572	42	614	217	
61. Shiral	Ditto	Ditto	1,017	2,361	125	2,236	719	354	26	380	172	
62. Satephul	Ditto	Ditto	2,638	4,422	270	4,152	1,787	1,148	86	1,234	372	
			19,146	73,287	27,805	48,306	36,542	20,255	2,582	21,833	11,319	
	Deduct Jaghire		1,010	2,584	1,084	1,500	640	557	27	580	190	
			18,136	70,703	26,721	46,806	35,902	19,698	2,555	21,253	11,129	

C 3

List of Land and Villages affected by proposed transfers.

Land and Villages not now under Assignment, and proposed to be transferred.

Number and Name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Shingaon	Jafferabad	Jafferabad	4,367	16,200	1,600	14,600	14,600	4,181	236	4,417	694	Jaghire.
2. Pangri	Ditto	Ditto	2,329	5,280	...	...	...	1,301	315	1,616	209	Ditto.
3. Pimpulgaon	Ditto	Ditto	1,763	7,770	770	7,000	7,000	839	345	1,184	139	Ditto.
4. Golegaon	Jaulnah	Shinkhed	1,183	2,302	1,960	342	342	642	55	697	60	Ditto.
5. Toolzapoor	Ditto	Ditto	1,457	2,355	1,025	1,330	1,330	979	19	998	165	Ditto.
6. Bhosa	Ditto	Shivalli	1,259	4,080	3,768	312	312	195	36	231	45	Ditto.
7. Chincholi	Ditto	Ditto	608	2,520	789	1,731	1,731	172	8	180	143	Ditto.
8. Garkhed	Ditto	Ditto	178	432	132	300	300	27	51	78	...	
9. Yeosha	Purbani	Bhamini	1,019	2,704	1,400	1,304	1,304	282	70	352	115	
10. Pendgaon	Nursi	Nursi	516	2,709	1,718	991	991	454	54	508	31	
11. Juiga Koswul	Ditto	Ditto	1,291	1,695	413	1,282	1,282	987	126	1,113	207	
12. Chikli	Ditto	Ditto	1,384	5,552	4,351	1,200	1,200	762	62	824	168	
13. Koyali Buzoorg	Ditto	Ditto	968	2,944	1,902	1,042	1,042	805	91	896	154	
14. Wunnoj	Ditto	Ditto	1,875	3,560	2,211	1,348	1,348	950	76	1,026	203	
15. Sowud	Ditto	Ditto	3,424	2,810	1,004	1,806	1,806	1,433	156	1,589	435	
16. Assigaon	Ditto	Ditto	1,424	2,820	1,008	1,812	1,812	926	101	1,027	306	
17. Devulgaon (Banda)	Ditto	Ditto	668	2,044	1,309	735	735	208	15	233	101	
18. Hurrial	Ditto	Ditto	2,612	4,419	1,429	2,990	2,990	1,692	207	1,899	1,157	
19. Kaota Khoord	Ditto	Ditto	2,081	4,959	2,893	2,066	2,066	1,391	168	1,559	523	
20. Kurda	Ditto	Ditto	2,467	2,880	1,869	1,011	1,011	1,012	129	1,141	358	
21. Bokurkhedda	Ditto	Ditto	153	1,453	1,079	374	374	246	28	274	141	
22. Khinkhedda	Ditto	Ditto	1,351	2,820	1,933	887	887	714	62	776	126	
23. Dhigaon	Ditto	Ditto	796	2,109	1,406	703	703	584	52	636	97	
24. Kinki	Ditto	Ditto	1,296	2,370	1,492	878	878	783	102	885	160	
25. Ghot	Ditto	Ditto	1,623	2,104	924	1,180	1,180	990	135	1,125	270	
26. Wurrood	Ditto	Ditto	369	2,067	1,084	983	983	376	64	440	121	
27½ Wurrad	Ditto	Ditto	1,918	4,582	1,485	3,097	3,097	811	147	958	337	

28. Mouza	Ditto	Ditto	1,047	1,710	861	849	849	544	53	597	118		
29. Waddy Raital	Ditto	Ditto	479	2,607	1,798	809	809	711	71	782	176		
30. Gaujipoor	Ounda	Kullumnoori	...	...	...	...	57	53	...	53	...	Land.	
31. Kurodi	Hudgaon	Oomerkhed	...	...	...	...	465	891	9	900	...	Ditto.	
32. Kaleshwur	Ditto	Ditto	...	...	...	...	158	259	3	262	...	Ditto.	
33. Oonchigaon	Ditto	Ditto	...	...	...	...	42	84	1	85	...	Ditto.	
34. Ghorpulli	Ditto	Ditto	...	...	...	369	289	961	9	870	...	Ditto.	
35. Saonah	Nursi	Nursi	...	...	...	...	21	11	...	11	...	Ditto.	
36. Jeoli	Edulabad	Kinwut	419	3,200	1,214	1,986	232	53	1	54	98		
37. Terdi	Ditto	Ditto	198	1,200	210	990	130	26	1	27	39		
38. Bori	Ditto	Ditto	300	2,435	715	1,720	321	52	1	53	210		
39. Garri	Ditto	Ditto	525	1,800	751	1,049	149	19	1	20	73		
40. Moorttoo	Ditto	Ditto	412	1,648	214	1,434	29	19	...	19	54		
41. Takili	Ditto	Ditto	636	1,270	308	962	55	7	...	7	24		
42. Puroti Buzoorg	Ditto	Ditto	267	1,100	200	900	...	...	...	...	4		
43. Parwa	Ditto	Ditto	338	1,400	240	1,160	...	...	...	...	18		
44. Savorgaon	Ditto	Ditto	21	800	100	700	...	...	...	...	...		
45. Wurgaon Khoord	Ditto	Ditto	114	674	114	560	...	..	...	..	...		
46. Dhanora Buzoorg	Ditto	Ditto	145	870	145	725	...	...	...	...	...		
47. Sowri	Ditto	Ditto	132	625	132	493	...	...	...	...	...		
48. Junwarralla	Ditto	Ditto	142	800	150	650	...	...	...	...	...		
49. Tiwitiwi	Ditto	Ditto	238	1,100	250	850	...	...	...	...	...		
50. Towud	Ditto	Ditto	165	820	164	656	...	...	...	...	...		
51. Yuaboo	Ditto	Ditto	173	850	210	640	...	...	...	...	...		
52. Damsurri	Ditto	Ditto	223	1,125	225	900	...	...	...	...	...		
53. Vigari	Ditto	Ditto	177	870	235	635	...	...	...	...	...		
54. Oomri	Ditto	Ditto	302	1,500	300	1,200	...	...	...	...	...		
55. Dhiwalli	Ditto	Ditto	237	1,180	270	910	...	...	...	...	...		
56. Dhanora Khoord	Ditto	Ditto	187	935	180	755	...	...	...	...	...		
57. Dhuvunulla	Ditto	Ditto	211	840	210	630	...	..	...	...	...		
58. Puroti do.	Ditto	Ditto	134	836	100	436	...	...	...	...	...		
59. Kurkewun	Ditto	Ditto	193	800	150	650	...	...	...	...	...		
60. Dhar do.	Ditto	Ditto	210	840	160	680	...	...	...	...	...		
61. Kosumbi	Ditto	Ditto	312	1,500	300	1,200	...	...	...	...	...		
62. Yekamba	Ditto	Ditto	297	1,400	250	1,150	...	..	...	...	...		
63. Mohidi	Ditto	Ditto	156	600	100	500	...	...	...	...	...		
64. Surmeti	Ditto	Ditto	67	250	50	200	...	...	...	...	...		
65. Salwi	Ditto	Ditto	188	800	200	600	...	...	...	...	...		
66. Kurbi	Ditto	Ditto	556	2,500	400	2,100	...	...	...	...	...		
67. Sondabi	Ditto	Ditto	119	800	100	700	...	...	...	...	...		
68. Moorli	Ditto	Ditto	217	900	125	775	...	...	...	...	...		

List of Land and Villages affected by proposed transfers.

Land and Villages now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
69. Eandini	Edulabad.	Kinwut	199	800	100	700	...	...	...	...	...	
70. Puroti	Ditto	Ditto	427	1,020	275	745	...	...	...	...	...	Jaghire.
71. Rahore	Ditto	Ditto	1,009	1,050	120	930	616	438	4	442	175	
72. Shirpulli	Ditto	Korta	666	1,113	275	838	536	376	4	380	217	
73. Dungurgaon	Ditto	Ditto	421	650	215	435	313	90	1	91	85	
74. Jamb	Ditto	Ditto	750	508	125	383	173	22	1	23	36	
75. Saita	Ditto	Ditto	360	339	125	214	85	30	1	31	15	
76. Koorli	Ditto	Ditto	807	1,325	345	980	661	535	5	540	188	
77. Shirmul	Ditto	Ditto	379	342	144	197	36	42	...	42	...	
78. Satala	Ditto	Ditto	414	650	125	525	...	...	...	...	...	
79. Borgaon	Ditto	Ditto	775	1,150	200	950	...	...	...	...	...	
80. Chikli	Ditto	Ditto	821	1,135	225	910	...	...	...	...	...	
81. Ghedali	Ditto	Ditto	367	1,025	150	875	...	...	...	...	...	
82. Digrus	Ditto	Ditto	442	895	175	720	...	...	...	...	...	
83. Koti	Ditto	Ditto	313	845	200	645	...	...	...	...	...	
84. Korta	Ditto	Ditto	2,001	2,305	255	2,050	...	...	...	...	...	
85. Kaota	Ditto	Ditto	690	1,158	175	980	...	...	...	...	...	
86. Bhowani	Ditto	Ditto	570	950	200	750	...	100	...	100	80	Jaghire.
87. Saiphul	Hudgaon.	Mahore	...	...	...	...	95	56	...	56	...	Land.
88. Saongi	Jaulnah	Chandole	...	...	...	...	16	8	1	9	...	Ditto.
			61,627	1,57,082	55,515	96,654	57,441	29,129	3,077	32,206	8,022	
	Deduct Jaghires		13,355	39,957	9,598	25,079	23,584	8,237	1,006	9,243	1,392	
			48,272	1,17,125	45,917	71,575	33,857	20,892	2,071	22,963	6,630	

Abstract showing area and revenue of land and villages proposed to be transferred from Unassigned to Assigned Districts.

Total area	... 117,125 Beegahs	=	87,844 Acres.
Total cultivated...	33,841 ditto	=	25,393 Acres.
Total revenue	... 22,963 H. S. Rupees	=	19,626 Government Rupees.

N.B.—The above Returns are as supplied by the Talookdar, but not verified by Survey.

Abstract showing area and revenue of land and villages proposed to be transferred from Assigned to Unassigned Districts.

Total area	...	...	70,703 Acres.
Total cultivated	...	...	35,902 Acres.
Total revenue	...	...	21,253 Government Rupees.

(Sd.) E. A. HOBSON,

Boundary Settlement Officer,
Hyderabad Assigned Districts.

No. CIII.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other concluded by COLONEL PETER STARK LUMSDEN, C.S.I., duly authorized by the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL for that purpose, and HIS EXCELLENCY SIR SALAR JUNG, G.C.S.I., and NAWAB SHUMS-OOL-OMRA BAHADOOR, on behalf of the HYDERABAD STATE—1872.

Whereas in a Treaty concluded on the 2nd December 1871 between the British Government and the Gwalior State, it is provided, among other things,

that His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests of every description in the villages named in Schedule B. annexed to the said Treaty, a copy of which Schedule is attached to this Memorandum of Agreement;

And whereas the said villages are situated within the territorial limits of the Hyderabad State;

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable to transfer to the Hyderabad State the rights and interests aforesaid:

The following terms are hereby agreed upon:—

(1) The British Government cedes to the Hyderabad State all its rights and interests of every description in the villages named in Schedule B. annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871.

(2) In consideration of the aforesaid cession, His Highness the Nizam of Hyderabad cedes to the British Government in full sovereignty the villages named in Schedule A. annexed to this Memorandum of Agreement with all his rights and interests thereon.

Dated at Hyderabad, the 13th day of August, 1872.

Seal and signature of Ameer-i-Kabeer.

(Sd.) P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal.

Seal and signature of Sir Salar Jung.

(Sd.) NORTHBROOK.

Seal.

Ratified by His Excellency the Viceroy and Governor-General of India, at Calcutta, on the eighteenth day of December 1872.

(Sd.) C. U. AITCHISON,
Secretary to the Govt. of India,
Foreign Department.

SCHEDULE A.

Being list of villages ceded to Bombay Government by the Hyderabad State, annexed to this Memorandum of Agreement.

Khegaum.
Chincholee.
Akolah.
Mardee.
Thurudgaum.
Takulgaum.
Ralerus.
Goolwunchee.
Bhogaum.
Hippurgah.
Wudjee.
Bhatodee.
Attowda.

SCHEDULE B.

True copy of Schedule B. annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871, and referred to in the Preamble to Article 1 of this Memorandum of Agreement, being list of villages mentioned in Article 2 of this Treaty.

Kusba Ghunsangwee.
Mouza Ooncheygaon.
„ Peepulgaon.
„ Bhudaila.
„ Pathurwallee.
„ Beerkeengaon.
„ Waheegaon.
„ Dhorekeengaon.
„ Rahatgaon.
„ Kurkeengaon.

Seal and signature of Ameer-i-Kabeer.

(Sd.) P. S. LUMSDEN, *Colonel, Officiating Resident.*

Seal.

Seal and signature of Sir Salar Jung.

(Sd.) NORTHBROOK.

Seal.

No. CIV.

Postal Agreement.

Arrangement for the Exchange of Correspondence between the Imperial Post Office of British India and the Post Offices in the Territories of His Highness the Nizam—1882.

Article 1.

There shall be a mutual exchange of correspondence between the Imperial Post Office of British India, hereinafter termed the "Imperial post," and the Post Offices in the territories of His Highness the Nizam, hereinafter termed the "Nizam's State post."

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of Imperial post.

Article 2.

On correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam. But all such postage shall be collected by payment in advance, and the correspondence shall be made over to the Imperial post without any claim whatsoever.

Article 3.

Correspondence so made over shall be treated by the Imperial post in the same way as if it had been posted originally in an Imperial Post Office, no account being taken of any Nizam's State postage already paid thereon whether in cash or by means of postage labels of the Nizam's State post.

Article 4.

Correspondence which may be made over by the Imperial post to the Nizam's State post shall be made over without claim when no Imperial postage is due and with claim when Imperial postage is due. In the latter case the claim shall be—

(*a*) on correspondence originating in Office of the Imperial post termed "Inland correspondence" one-half of the amount of the Imperial postage due;

(*b*) on correspondence originating in Foreign Offices termed "Foreign correspondence" the whole amount of the Imperial postage due, the term Imperial postage including in this case the postage due to the Imperial post, or (in the case of foreign parcels) to the Custom House.

ARTICLE 5.

On correspondence made over under head (*a*) of the preceding Article whether with or without claim, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam, but on correspondence made over under head (*b*) no local postage shall be levied.

ARTICLE 6.

Correspondence received by the Imperial post from the Nizam's State post or *vice versa*, which may be undeliverable, shall be returned, and on correspondence so returned to the Imperial post, the Nizam's State post shall have the right to reclaim any postage previously claimed for it under Article IV.

ARTICLE 7.

Detailed regulations for carrying out this arrangement in respect to the particular office designated for the exchange of correspondence on which Imperial postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts and other matters of detail shall be drawn out by the controlling authorities of the Imperial post and the Nizam's State post in direct communication with each other, and the detailed regulations so drawn out shall be subject to such modification as may from time to time be mutually agreed to by the said authorities.

ARTICLE 8.

This arrangement shall be executed by the Darbar of His Highness the Nizam and the Resident at Hyderabad, and shall be brought into operation from the 1st August 1882.

ARTICLE 9.

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it.

Signed by the Resident at Hyderabad this the 15th day of August in the year one thousand eight hundred and eighty-two.

(Sd.) W. B. JONES,
Resident.

Signed and sealed on the 10th August 1882, A.D.—25th Ramzan 1299, H.

(Sd.) SALAR JUNG,
Muktar-ul-Mulk.

Approved and confirmed by the Government of India.

(Sd.) C. GRANT,
Secretary to the Government of India.

FOREIGN DEPARTMENT,
SIMLA;
The 5th October 1882.

DETAILED REGULATIONS for carrying out the ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICE in the TERRITORIES of HIS HIGHNESS the NIZAM, executed under date the 10th August 1882.

REGULATION 1.

Correspondence originating in the Imperial post, on which no Imperial postage is due, and destined for delivery through the Nizam's State post, as well as all correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, shall be exchanged through any conveniently situated offices of the two Departments.

REGULATION 2.

For the exchange of the correspondence referred to above, no form of letter bill is necessary, as no claim is raised.

REGULATION 3.

The exchange of registered articles, parcels and correspondence, originating in the Imperial post on which Imperial postage is due, destined for delivery through the Nizam's State post, shall be effected by the Hyderabad Imperial post office only in communication with the Nizam's State post office in Hyderabad.

REGULATION 4.

When forwarding correspondence as provided in the foregoing Regulation, the Imperial office of exchange shall use the annexed form of letter bill. The receiving office of the Nizam's State post should acknowledge the receipt of the articles in the upper portion of the letter bill, certify the amount due by the Nizam's State post at the foot of it, and return the letter bill to the Imperial office of exchange.

REGULATION 5.

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by

the Imperial office of exchange, the Nizam's State post shall forward therewith a claim bill in the annexed form. The amount claimed shall be verified by the Imperial post office and the certificates (original and duplicate) at the foot of the claim bill shall be signed by the Postmaster of the Imperial post office, the original certificate being returned to the Nizam's State post office and the duplicate forwarded to the Postmaster General, Madras.

REGULATION 6.

From the certificates of letter bills and claim bills of each month, received from the Imperial offices of exchange, there shall be prepared, in duplicate, in the office of the Postmaster General, Madras, an account-current for the month showing the net amount due by the Nizam's State post to the Imperial post. One copy of the account shall be sent to the controlling authority of the Nizam's State post and the other to the Imperial Postmaster, Hyderabad. The former shall pay to the latter the balance due.

Letter Bill to be used by the Imperial post office of exchange in forwarding mails to the Nizam's State post.

No. , dated .

From—The Hyderabad Imperial Post Office,

To—The Hyderabad Nizam's State Post Office.

DETAILS.	Amount for which the Imperial office is entitled to credit.			Amount of postage due from the Nizam's post office.			REMARKS.
Inland unpaid—							
Letters including Postcards .							
Packets including News-papers .							
Parcels							
Foreign unpaid—							
Letters including Postcards .							
Packets including News-papers .							
Parcels							
TOTAL . .							

Received with registered articles and parcels; *vide* details on reverse.

Postmaster,
Nizam's State Post.

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill.

The Nizam's State Post Office at Hyderabad owes Rs. A. P. being postage due as per Letter Bill No. dated , of the Imperial Post Office at Hyderabad.

Postmaster,
HYDERABAD, *Nizam's State Post.*

Details of Registered Articles and Parcels.

No.	Weight.*		Office of despatch.	Name and address of addressee.	Office of destination.
	Rates.	Tolas.			

* Rates for Registered articles.
Tolas for Parcels.

Claim Bill to be used by the Nizam's State post when returning undeliverable articles on which postage was previously claimed by Imperial post office.

No. , dated

From—The Hyderabad Nizam's State Post Office,

To—The Hyderabad Imperial Post Office.

Description of Articles.	Amount of postage due at half-rates for inland articles and full rates for foreign articles now reclaimed by the Nizam's State post.	Amount of reclaim admitted by the Imperial post office.	Amount of full postage due to be accounted for by the Imperial post office.
	R a. p.	*R. a. p.*	*R. a. p.*
Inland unpaid—			
Letters, including Post-cards . .			
Packets, including News-papers .			
Parcels			
Foreign unpaid—			
Letters, including Post-cards . .			
Packets, including News-papers .			
Parcels			

Note—The last column in this form will be filled up in the receiving Imperial post office and brought to account by entry in the letter postage account.
Form No. 12.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE,

Postmaster,
Hyderabad Imperial Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE,

Postmaster,
Hyderabad Imperial Post Office.

Details of Registered Articles and Parcels.

No.	Weight*.		Office of despatch.	Name and address of addressee.	Office of destination.
	Rates.	Tolas.			

* Rates for registered articles.
Tolas for parcels.

No. CV.

Opium Agreement—1883.

Memorandum of Agreement between the British Government and the Government of His Highness the Nizam of Hyderabad.

For the protection of the common interests of the British Government and the Government of His Highness the Nizam of Hyderabad in the matter of the opium revenue, His Highness the Nizam of Hyderabad has agreed, as regards His Highness's Territories, that—

(1) The cultivation of the poppy and the manufacture of opium shall be absolutely prohibited.

(2) With the exception of opium booked through by rail to the Madras Presidency, no opium shall be imported without a license from His Highness the Nizam.

(3) With the same exception no opium shall be exported.

(4) The import of opium shall as far as possible be confined to what is absolutely requisite for licit home consumption.

(5) The transport, possession, and retail sale of opium shall be permitted only under license from His Highness the Nizam.

2. His Highness the Nizam further agrees to communicate to the Resident at Hyderabad all alterations which it may from time to time be found necessary to make in the rules which have been framed to give effect to the above conditions, and not to make any alterations the effect of which will be to diminish the securities provided by the rules for due observance of the said conditions.

3. And the British Government has agreed that the Opium Agent at Indore shall issue passes for the transport from Indore to Hyderabad of such quantities of opium as may from time to time be applied for by His Highness's Government through the Resident at Hyderabad, and shall levy on the same, on behalf of His Highness's Government, pass duty at the rate which may from time to time be fixed by the British Government, and shall remit the said duty through the Resident at Hyderabad in such manner as may be from time to time arranged, provided that, if the British Government fix a rate of pass duty lower than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, the rate charged on opium supplied to Hyderabad shall not be less than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, except with the previous consent of His Highness's Government.

4. Lastly it is provided that either of the parties to this agreement shall be at liberty to withdraw from it after giving to the other party twelve months' notice.

Signed at Hyderabad on the 29th day of October eighteen hundred and eighty-three.

(Sd.) J. G. CORDERY, *British Resident, Hyderabad.*

(Sd.) R. NARENDUR BAHADUR.

(Sd.) MEER LAIK ALI.

(Sd.) RIPON,
Viceroy and Governor General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 8th day of December A. D. one thousand eight hundred and eighty- three.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department

No. CVI.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the NIZAM and HIS HIGHNESS the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED.

Dated 27th December 1883.

This indenture made the 27th day of December 1883 between the Government of His Highness the Nizam-ul-Mulk Asaph Jah Bahadur, Sovereign of the Hyderabad State, by its duly accredited Representative the Sirdar Diler Jung Bahadur, C.I.E., now temporarily residing in London, of the first part, and His Highness the Nizam's Guaranteed State Railways Company Limited of the second part:

Whereas certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of the new lines hereinafter mentioned or some part or parts thereof, and it is intended that the same shall, subject to such variations and modifications thereof as hereinafter provided, be adopted and carried out by the Company party hereto as nearly as circumstances permit.

Now this Indenture witnesseth that it is hereby agreed and declared as follows:—

1. In this Contract—

The expression "the Government" means the Government of His Highness the Nizam.

The expression "the Company" means the Company party to these presents.

The expression "the existing Railway" means the existing line of Railway from Wadi to Hyderabad and Secunderabad, with all its stations, lands, works, engines and other rolling stock and appurtenances.

The expression "the new lines" means the proposed new Railways, hereinafter in Article 2 mentioned, from Hyderabad to Warungal, and thence to the southern frontier of the State of Hyderabad near Bizwada, and from Warungal to the northern frontier of the said State near Chanda.

The expression "the lines" means all lines for the time being forming part of the undertaking of the Company.

The expression "the first section" means the said proposed new Railways from Hyderabad to Warungal and thence to the southern frontier.

The expression "the second section" means the said proposed new Railway from Warungal to the northern frontier.

The expression "Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purposes of these presents.

2. The Company shall take over the existing Railway from Wadi to Hyderabad and Secunderabad (about 121 miles in length) on the terms and conditions mentioned in Articles 20 and 23 hereof; and shall construct, at the times and in manner and subject to the provisions hereinafter prescribed and contained, a single line of Railway of the gauge of 5 feet 6 inches the first section, about 210 miles in length, to extend from Hyderabad to Warungal and thence to the southern frontier of the State of Hyderabad near Bizwada, and the second section thereof (about 160 miles in length) to extend from Warungal to the northern frontier of the said State near Chanda. The total length of the two sections not to exceed 370 miles. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the gauge of 5 feet 6 inches shall be strictly followed.

3. The Government shall at the time of execution of this Indenture deliver to the Company, free of charge, all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new lines as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences and appurtenances to be constructed in connection with the lines shall be subject to the approval of the Government.

4. The Government shall, after the definitive selection of the route and direction of the new lines, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently and temporarily required for the construction of the new lines or for the part or parts so selected and for the works connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences and appurtenances aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company shall, as soon as practicable, be delivered up by the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bonâ fide* reasonably necessary for the purposes of the construction of the new lines or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as an officer to be appointed by the Government and the Company shall agree.

5. The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations as aforesaid), of the new lines, and of all such stations, station yards, sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure their permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the first section and the second section respectively within a period of three years from the date of obtaining possession of all the land for the same. The second section shall not, unless otherwise agreed between the Government and the Company, be commenced until the Railway proposed to be constructed between Nagpore and Calcutta is near completion. The date for such commencement shall be hereafter agreed upon between the Government and the Company.

6. The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new lines is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the said lines respectively for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of these presents when and so soon as an Inspecting Officer shall have certified that the lines respectively are complete and fit for the conveyance of passengers and goods throughout. During the construction of the new lines all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

7. Upon the first section being completed and opened for public traffic throughout, the Government will, at their own expense and free from all expense and cost to the Company, whether by way of rent or otherwise, grant to the Company a lease of, or otherwise secure to the Company a right and title to the land which shall have been provided for that section under Article 4 (or so much of the said land as shall be permanently required for the purposes of the Company) and the Railways and works constructed thereon, for a term of 99 years from the date of the opening of the said section for traffic throughout, subject to the same being sooner determined under the provisions in that behalf hereinafter contained; and the Government shall guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The provisions hereinbefore in this Article contained shall apply, *mutatis mutandis*, to the second section, except that the grant to the Company of the lease or other title to the second section shall be made for a term co-extensive with the period of 99 years applicable to the first section, and so that the period for both sections shall terminate at the same date.

8. The Company shall keep the lines (or so much thereof respectively as shall for the time being have been opened for traffic) and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging in good repair, and sufficiently supplied with engines, carriages, rolling stock plant and machinery, and shall keep the whole in good working condition

The whole shall at all times be open to the inspection of an Inspecting Officer, and the company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the Report of an Inspecting Officer shall be found to be necessary for keeping the lines in good repair and in good working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall with all reasonable speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

9. After the new lines or either section thereof shall be opened for traffic throughout the Government may from time to time, upon the report of an Inspecting Officer, by notice in writing, require the Company to carry out at their own cost any reasonable alteration or improvement in or addition to the lines, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (free of cost, and on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title, as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of 4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same: Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per cent. per annum, and for such period as shall enable the Company to raise the additional capital.

10. The Government may from time to time prohibit the Company from using any engine, carriage, waggon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have been opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway.

13. The Company will at all times convey free of charge on their lines of Railway, and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, artizans, and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all commissioned officers and persons in a similar station in life in His Highness the Nizam's service or in the service of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishments not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or

of the Government of India shall be complied with in preference to and with priority over the public use of the lines.

14. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

15. As regards the electric telegraphic appliances already existing on the Railway from Wadi to Hyderabad and Secunderabad the same shall be worked in accordance with the terms and conditions in that behalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the working of the Railway as it shall consider necessary or proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their use.

17. All materials, plant, engines, rolling-stock, machinery and utensils required for the construction and equipment of the new lines, and of all future lines to be made by the Company under the provisions contained in Article 45, or for the maintenance and working thereof respectively, shall be permitted to be passed and imported into the territories of His Highness the Nizam free of all customs charges and import duties or other imposts.

18. The Government shall provide and maintain for the purposes of the lines such a force of police as the Company, with the approval of the Government shall from time to time require, and also a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of police employed for the purposes of the lines and the salary of the Railway Magistrate shall be defrayed as follows (that is to say) three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

19. The Company and its lines of Railway and undertaking shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Indenture, similar to those contained in the "Indian Railway Act, 1879," and the "Telegraph Act of 1876," of the Indian Legislative Council, and, if the Government shall think fit, in any subsequent Acts affecting Railways or Telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts or issue an edict or edicts for the purpose of giving to the Company like powers to those contained in the said Acts of the Indian Legislative Council, and such further Acts or edicts for facilitating the business and operations of the Company as the Company shall require and the Government approve.

20. The Government will, on the issue of the fully paid shares and on payment and satisfaction of the several sums of money mentioned in Article 23, paragraphs (A), (B) and (C), in manner therein provided, deliver through the Government of India (who are at present in possession of and working the same) to the Company possession of the existing Railway, together with all stations, plant, engines, rolling stock, telegraphs, and all movable property, and also all stores thereto belonging or appertaining, freed and discharged of and from all claims on the part of the Government under the Agreement dated the 8th day of October, 1874, and made between the Government and the Nizam's State Railway Company (other than rights of sovereignty) and so long as the Company shall maintain and work the existing Railway as a 5 feet 6 inches gauge line, from all rights of the Government of India under the Agreement entered into between that Government and the Government of His Highness the Nizam, and dated the 19th day of May 1870, except as provided in clause 15 hereof, and will hold the Company indemnified against all claims of the said Nizam's State Railway Company and of the Shareholders in that Company under the said Agreement of the 8th day of October 1874, and against all debts, liabilities, and engagements whatsoever affecting the existing Railway.

21. The existing Railway shall be vested in the Company from the date of delivery of possession thereof as aforesaid for a term which shall end with the term of 99 years mentioned in article 7, and in the like manner and upon the like conditions as are stipulated in that Article with respect to the land provided by the Government for the first section.

22. The capital of the Company shall be issued as follows: for the purposes of this contract, other than the construction and equipment of the second section £2,000,000 in shares and £1,500,000 in redeemable mortgage debentures bearing interest at the rate of 4 per cent. per annum and for the purposes of the second section £500,000 of like debentures, and any sum or sums of additional capital not exceeding £500,000, as the Company shall require, and to be raised in such manner and at such time or times as shall be agreed between the Government and the Company.

23. The Company will, as the consideration for the purchase of the existing Railway and for the obligations, concessions and guarantees of the Government in this Indenture expressed and contained, issue the shares and pay the sums of money hereinafter in this article mentioned, that is to say—

(*a*) The Company will issue to the Sirdar Diler Jung Bahadur or other the accredited representative for the time being of the Government appointed for that purpose and on behalf of the Government fully paid shares of the Company to the amount of £500,000, at the time of the first general issue of shares in the Company (the numbers of such shares to be defined by a supplemental contract to be executed by the parties hereto) and to be filed with the Registrar of Joint Stock Companies in England before the issue of such shares.

(*b*) The Company will pay £625,000 in cash out of the first moneys received by the Company in respect of the issue of its capital or any part of it, to a special account to be opened at the National Provincial Bank of England, Limited, to the credit of the Government, and to be applied by the Sirdar Diler Jung Bahadur or other the accredited representative of the Government in acquiring the interest of the English shareholders of the Nizam's State Railway Company in the existing Railway, so far as the consideration for the acquisition of such interest has to be provided in cash.

(*c*) The Company will deposit £200,000 in cash with the said Bank for the purpose of the Guarantee Fund mentioned in Article 46, such deposit to be made out of the first moneys of the Company available after making the payment lastly hereinbefore directed.

(*d*) And the Company will, within six months from the first general allotment of its shares, pay £341,666 in London in cash to the credit of the Government at the said Bank.

24. The Company will pay or cause to be paid into the said Bank or other the Bank for the time being of the Company the remainder of its said

capital by instalments as and when the money is required for the purposes of this Indenture.

25. The Government will, for a period of 20 years, pay to the Company in London, in sterling, by half-yearly payments, on every 1st day of January and 1st day of July an annuity equal to £5 per cent. per annum on all or any such sums or sum not in the whole exceeding £4,500,000 as shall, for the time being, have been issued in shares and debentures by the Company and paid into its Bankers, or credited by the Company as paid up, and the Company shall apply the said annuity in payment of interest at £5 per cent. per annum on the share capital for the time being paid-up or credited as paid-up, and in payment of interest upon the debenture capital for the time being, such payment of interest on share and debenture capital being limited to the capital mentioned in Article 22, and in providing a sinking fund for redemption or reduction of capital in accordance with the provision in that behalf hereinafter contained. The said period of 20 years shall commence to run and be reckoned upon and in respect of each individual sum from the time when the same shall have been issued and paid into such Bank or credited as paid up as aforesaid.

26. The Company shall repay all moneys paid by the Government in respect of the said annuity, and (unless otherwise agreed) in respect of any guarantee of interest under Article 9, and on all such moneys until repaid; the Government shall be entitled to simple interest at the rate of £5 per cent. per annum accruing *de die in diem*, and calculated on the same moneys respectively from the respective dates of the payment thereof to the Company until repayment, but such moneys or any interest thereon shall not be repayable or payable to the Government except so far as the said Government shall become entitled to receive the same under the provisions of Articles 31 and 47. Provided, nevertheless, that the Government shall not be entitled to interest on any such part of any half-yearly payment of the said annuity or interest as shall be ultimately repaid to the Government out of or by means of the net earnings (hereinafter defined) of the Company attributable to the half-year, in respect of which the same half-yearly payment of the annuity or interest shall have been made.

27. All moneys received by or on account of the Company in India in respect of the working of their lines or any part or parts thereof which shall, for the time being, have been opened for traffic, and all income in any wise received by the Company in respect of the undertaking carried on by them under the provisions of these presents (which said moneys and income are hereinafter collectively termed gross earnings), shall, in the first place, be applicable in payment of the working expenses (as hereinafter defined) of the Company in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year to which such working expenses are properly attributable, and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the Company for that half-year, and shall be dealt with accordingly.

28. The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employés of the Company, and all expenses of and incidental to the management, carrying on and working of the undertaking of the Company, including all costs and expenses incurred by the Company in and about the repairs and maintenance of the lines, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company.

29. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a police force and Police Magistrate for the purposes of the lines as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a payment towards a reserve fund or otherwise), which the Government and the Company may from time to time agree, or shall in case of dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new lines or any of the stations, station yards, offices, warehouses, conveniences and works, or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the Company's lines shall be included in the working expenses of the Company.

30. The Company shall keep a revenue account in which shall be entered all the gross earnings of the Company and the working expenses of the Company. The revenue accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

31. So long as the Government shall be liable to pay the annuity under Article 25, and after the termination of such liability so long as any moneys are due by the Company to the Government, the revenue receipts of the Company shall be dealt with as follows, that is to say—During the period of the said annuity the net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and subject as aforesaid to any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied in manner following, that is to say—One moiety thereof (or such part thereof less than one moiety as shall be sufficient for the purpose) shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity or (subject as aforesaid) any guaranteed interest and not been repaid; and the balance, if any, of such moiety of net earnings shall be applied in or towards payment of any other sum or sums of money for the time being owing by the Company to the Government. And as to the remaining moiety of such net earnings the Company shall be entitled to the same for its own use and benefit. All

moneys payable to the Government under this article shall be paid in sterling in London or in Bombay at the current rate of exchange as the Government may direct.

And from and after the expiration of the period of the said annuity in case any moneys shall then remain due from the Company to the Government in respect of the said annuity, or so long as any other moneys remain due by the Company to the Government, the said net earnings of the Company in each year shall be applied as follows, that is to say :—A sum equal to £5 per cent. per annum on the total debenture and share capital of the Company for the time being shall be retained by the Company and applied in such manner as the Company shall think fit; and the balance, if any, of the said net receipts shall be applied as follows, namely :—One moiety thereof in or towards payment to the Government of any moneys then due by the Company to the Government; and the remaining moiety for the use and benefit of the Company.

When all moneys due from the Company to the Government have been paid and discharged, the Company shall be entitled to all net earnings for its own use and benefit.

The revenue account of the Company shall be regularly submitted by the Company to the Government, who may audit the same (the Company giving every facility and assistance required for such audit), and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to the Government. Every revenue account shall, subject to the correction of such errors as aforesaid, be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Government. Any reasonable expenses of and incidental to every audit on behalf of the Government (including the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

32. All the expenditure of the Company in relation to the formation and registration of the Company, and the raising and issue of its share and debenture capital and all other expenditure of the Company during or relative to the original construction and completion of the new lines, with the stations, station yards, offices, warehouses, conveniences and works thereof respectively including any works agreed upon as aforesaid and executed upon the existing Railway and relative to the cost of originally supplying the requisite engines, carriages, rolling stock, plant and machinery shall, from time to time, be stated by the Company and submitted to the Government, and as between the Company and the Government such expenditure shall be allowed as capital expenditure so far only as the same shall from time to time be or have been previously agreed to or subsequently admitted by the Government or its representative.

33. If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on

capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic shall be borne by capital). After the new lines have been opened for traffic throughout no portion of the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital unless such person shall have been specially engaged to carry out work chargeable to capital, and been actually employed on such work, but until the first section is opened for traffic throughout, all the expenses of the Company (including all costs of and incidental to the formation and registration of the Company, and the raising and issue of its capital as aforesaid) shall be chargeable to capital.

34. If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company, and a person to be named by the Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

35. The Company shall enter all the expenditure allowed under Article 32 in an account to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such accounts, ascertain and certify the amount of the expenditure. If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Article 9, and if it is

agreed between the Government and the Company that such expenditure or payment is properly chargeable to capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall be made up and stated afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased under expenditure entered in the said capital account under article 32 or this present article, and the Government shall, from time to time, as may be necessary, ascertain and certify the amount of the excess of the expenditure entered in the capital account over the receipts entered therein.

36. The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns are from time to time required by the said Government, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it, under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

37. The Government will use their best endeavours to obtain for the Company powers to form junctions with other railways near to any of the lines, and powers to run the trains of the Company on such other railways upon reasonable terms and conditions, and will endeavour to obtain such powers for the Company with reference to any railways that may hereafter be formed in the territories of His Highness the Nizam, if such railways be not constructed by the Company party hereto.

38. The Company will, from time to time, upon the requisition of His Highness the Nizam, or of the Government of India, make reasonable arrangements for the use of their lines for the passage of the engines and trains of other railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

39. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government for any of the purposes of these presents shall be sufficient and binding if in writing signed by any duly authorised official of the Government.

40. The Company shall at all times keep an office established at Bombay or Hyderabad as the Company may determine, and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the lines. All drafts drawn and receipts given by the said agent or committee of agency, or under his or

their authority on behalf of the Company, concerning the lines and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several articles hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in the article, or if personally served on the agent or any member of the said committee of agency.

41. At the end of the term of 99 years, mentioned in article 7, the land which shall have been provided for the Company under these presents so far as the same shall not have been previously delivered up by the Company, shall with the lines and all buildings, works and fixed machinery thereon not then already belonging to the Government revert to the Government free from all debts and charges whatsoever. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in any wise connected with the lines and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stores which at the end of the said term of 99 years shall be the property of the Company and used in working the lines or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the lines, the same to be determined in case of dispute by arbitration in manner by article 48 provided in respect of the matters therein dealt with, and such sum of money with interest thereon at the rate of £5 per cent. per annum, calculated from the expiration of the said term of 99 years until payment, shall be paid in sterling by the Government to the Company in London within six calendar months after the amount thereof shall have been determined.

42. It shall be lawful for the Government to purchase all the Company's lines with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934, or 1954, upon giving one year's previous notice in writing to the Company in London of the intention of the Government to purchase the same, and, in case such notice of purchase shall be given, the land provided for the Company under these presents so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) and all engines, carriages, rolling stock, plant, machinery and stores used in working the lines, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase-money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the lines, and all surveys, plans, sections, printings, writings, drawings and documents whatsoever in any wise relating thereto. The Government shall on the day on which the lines and other the premises mentioned in this article shall, under this Article, become the

property of His Highness the Nizam, pay to the Company in London in sterling so much of the several sums mentioned in article 22 as shall be unredeemed, together with a bonus of £25 per cent. upon the amount unredeemed.

43. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six calendar months' notice in writing of the intention of the Government to terminate the interest of the Company in the lines and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six calendar months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under article 48, it shall be lawful for the Government on the expiration of the same six calendar months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the lines, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the lines free from all debts and charges whatsoever. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the said sums mentioned in article 22 as shall be unredeemed.

44. Upon the Government acquiring the right of possession of the lines and the interest of the Company in the same terminating under any of the three articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of these presents (save the provisions in such three articles) shall as to any future operation thereof cease. But it shall be lawful for the Government, out of any moneys payable by them to the Company under any of such articles, to deduct the amount (if any) of money in the hands of the Company, representing sanctioned capital remaining unexpended.

45. The Company shall not acquire any interest in respect of those sections of the Great Indian Peninsula Railway now existing or already sanctioned in the territories of His Highness the Nizam, nor in any concession already made to the West of India Portuguese Guaranteed Railway Company, nór in respect of those portions of the Bellary Branch of the Madras Railway Company or the Khamgaon and Amraoti State Railways now worked by the Great Indian Peninsula Railway Company, but, save as herein excepted, the Company shall have the preference to make and construct all railways within the territories of His Highness the Nizam, subject to their acceptance within six months of the offer on the terms to be named by the Government of His Highness the Nizam for carrying out any such railways, such terms not being less favourable to the Company than those to be given to any other parties.

46. And it is mutually agreed that the sum of £200,000, to be deposited by the Company under article 23 in the National Provincial Bank of England, Limited, shall be paid out to two Trustees, one to be appointed by the Gov-

ernment, and the other by the Company, and such Trustees shall stand possessed of the same upon the trusts following, that is to say:

(*a*) To invest the same, in the names of the Trustees, in any of the public stocks, funds, or securities of the British Government in England or India, or any other stocks, funds or securities agreed upon between the Government and the Company, with power from time to time to vary the investments for others of a like nature.

(*b*) To pay the dividends, interest, and income, as and when received, to the Government, so long as the Government shall not make default in punctual payment of the said annuity payable by the Government to the Company under article 25.

(*c*) In the event of any such default as aforesaid from time to time to raise out of the said dividends interest and income, or by sale of an adequate part of the principal, and to pay to the Company such moneys as the Government shall have hereinbefore agreed to pay to the Company, and shall have failed to pay on the due date, together with interest on all such moneys at the rate of 5 per cent. per annum from the due date thereof until payment.

(*d*) And subject to the trusts hereinbefore declared in trust for the Government.

And the Government agrees, so long as the said annuity is payable to the Company under the provisions of these presents, forthwith to pay and make good to the Trustees from time to time such sum or sums as the Trustees may, under the trusts in sub-article (*c*) of this article contained have raised by sale of any part of the stocks, funds, or securities aforesaid, to the intent that the said Trust Fund may always be maintained during the period of the said annuity at the full value of £200,000.

Provided always, that in the event of the death or resignation of either of the said Trustees, or of their respective successors in the trust, a new Trustee shall be appointed in his place by the Government if the Trustee so dying or resigning shall have been originally appointed by the Government, and by the Company if the Trustee so dying or resigning shall have been originally appointed by the Company. The Trustees shall be recouped all expenses reasonably incurred by them in respect of the said trusts and may be paid a yearly fee not exceeding £100 each for their services in relation thereto, and unless otherwise agreed between the Government and the Company, such expenses and fees shall be treated as part of the working expenses of the Company.

47. The balance of the annuity to be paid by the Government to the Company in pursuance of article 25 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified in that article shall be immediately paid over by the Company to the Trustees mentioned in article 46.

The said Trustees shall, during the period of 20 years mentioned in article 25, invest all moneys received by them in respect of such balance of the

said annuity in manner mentioned in article 46, paragraph (*a*), and shall hold the stocks, funds and securities in which the said money shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of debenture capital, and after the expiration of the said period of 20 years shall apply the said sinking fund or any part or parts thereof in the redemption of any debenture capital of the Company, in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree.

On the determination of the contract, any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government purchasing the undertaking under article 42, or in the event of a forfeiture under article 43, and up to the amount payable in respect of the debenture capital of the Company for the time being unredeemed and subsisting, and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those articles respectively, and in the event of the said term of 99 years expiring by effluxion of time, any such balance shall be applied in repayment, so far as the same will extend, of the debenture capital of the Company, or so much thereof as immediately before the expiration of the said term shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government, and subject thereto the balance shall belong to the Company.

48. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by these presents, or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if in any case whatsoever (except with respect to matters referred to in article 34), any dispute, question or controversy shall at any time arise between the Government and the Company touching these presents, or the construction or operations hereof, or the rights, duties or liabilities of either party in relation to the premises, then and in any of such cases the matter as to which the Government and the Company shall fail to agree, or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company, and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes, and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the said Board shall not, within fourteen days after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's

Secretary of State for India, and the decision of such Board, or in the event of there not arriving at a decision, as aforesaid, of such Umpire shall be final and binding upon both parties, and no appeal shall lie therefrom, and upon every such reference, the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for, the provisions of the Railway Companies Arbitration Act, 1859, shall, *mutatis mutandis*, have effect in relation to every arbitration under this indenture.

IN WITNESS whereof the Government, by its duly accredited representative, has executed this agreement, and the Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed, sealed and delivered by the Sirdar Diler Jung, in the presence of

R. H. WHITE,
6, Whitehall, Place,
Solr.

For the Government,

SIRDAR DILER JUNG (L.S.)

Common Seal of His Highness the Nizam's Guaranteed State Railway Company Limited.

The Common Seal of His Highness the Nizam's Guaranteed State Railways Company, Limited, was hereunto affixed in the presence of

JOHN STRACHEY,
Director.

G. H. M. BATTEN,
Secretary.

No. CVII.

MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the NIZAM regarding the transfer to HIS HIGHNESS the NIZAM'S STATE RAILWAYS COMPANY, LIMITED, of the RAILWAY between WADI and SECUNDERABAD—1885.

Whereas the line of railway known as the Nizam's State Railway and running from Wadi to Hyderabad and Secunderabad is now managed by the

British Government, in virtue of an agreement concluded between the Government and His Highness the Nizam on the 19th of May 1870:—And whereas His Highness the Nizam, with the consent of the British Government undertook, in an agreement concluded on the 27th December 1883, with His Highness the Nizam's Guaranteed State Railway Company, Limited, to transfer the said line subject to the fulfilment of certain conditions specified in the 20th and 23rd articles of that Agreement, and to certain reservations:—And whereas His Highness the Nizam has assured the British Government that the aforesaid conditions have been fulfilled, and has requested the British Government to deliver to His Highness the Nizam's Guaranteed State Railway Company, Limited, possession of the existing railway from Wadi to Hyderabad and Secunderabad, in accordance with article 20 of the said agreement of the 27th December 1883:—Therefore His Highness the Nizam hereby undertakes and promises to the British Government, in respect of the reservations aforesaid as follows:—

1. In the event of the said Nizam's Guaranteed State Railway Company, Limited, failing to maintain and work the existing railway from Wadi to Hyderabad and Secunderabad as a five feet six inch gauge line in the manner and according to the provisions of the agreement dated the 27th December 1883, then the operations of the agreement entered into between the British Government and His Highness the Nizam on the 19th May 1870 shall receive and become of full effect; and the rights of the British Government under the said agreement shall be the same as if the British Government had never delivered the said line to the Company.

2. His Highness the Nizam will cause the Company, and its lines of railway and undertaking, to be subject to provisions as nearly similar as circumstances and the provisions of the agreement dated the 27th December 1883, will admit of, to those contained in the Indian Railway Acts of 1879 and 1883, and the Indian Telegraph Act, 1876, and if the British Government shall think fit in any subsequent Acts affecting railways or telegraphs which may be hereafter passed by the British Government.

3. His Highness the Nizam will, so far as lies in his power under the terms of the agreement, cause the Company to observe the rules for the time being in force in the case of Indian State Railway telegraphs or such of the said rules as the British Government may from time to time prescribe for their observance; and will cause the Company to pay the charges of the Telegraph Department of the British Government for the rent, maintenance and inspection of the telegraphs and telegraphic appliances provided for their use.

4. His Highness the Nizam will, whenever he may be called upon to do so, render to the British Government all assistance that may be considered by the British Government necessary for obtaining from the Company the discharge of their obligations to the British Government in respect of the matters mentioned below:—

(*a*) Under article 13 of the aforesaid agreement, dated the 27th December 1883, which provides for the free carriage of mails, and servants of the post office in charge thereof, and also (when they are on duty) of all officers

and persons in the administration of the Post Office of the British Government for the conveyance of troops and sailors in the service of the British Government when on duty, and all police officers, engineers, artizans and other persons when employed in the business of the British Government at the rates specified in the said article 13 for the conveyance of military establishments, horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores whatever of the British Government, at the lowest rates ordinarily chargeable for the time being by the Company for the carriage of such animals, goods, merchandise and stores respectively, and for priority of the privileges recited and of the requirements of the British Government over the public use of the lines.

(*b*) Under article 14 of the same agreement, which provides that the Company shall convey gold and silver bullion and coin and copper coin belonging to the British Government, and the persons in charge thereof, at special rates to be from time to time agreed upon between the British Government and the Company.

(*c*) Under article 15 of the same agreement, which provides that the British Government shall be at liberty to construct, maintain, use, and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; that it shall be lawful for the British Government for such purposes to enter at all reasonable times by its agents, workmen, or others on the lines or any part of them, and to erect, maintain, make, do, and execute thereon all such buildings, machinery, works, acts, and things not unnecessarily obstructing the working of the railway as it shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said telegraphs and telegraphic appliances; that the British Government shall not, in respect to such matters or any of them, be subject to the control or interference of the Company; that all buildings, machinery, works, and appliances erected or brought by or on behalf of the British Government on the lines or any part thereof shall be and remain the property of the British Government, and shall be removable by it at pleasure; and that the Company shall at all times furnish the British Government with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working, or inspection of all electric telegraphs and telegraph appliances hereinbefore referred to or any buildings or works appertaining thereto.

(*d*) Under article 16 of the same agreement, which provides that the British Government has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the British Government, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition; and that the working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost; but that the Company will not be permitted to themselves construct or provide any

such electric telegraphs or telegraph appliances unless licensed so to do under the aforesaid Telegraph Act of 1876.

(*e*) Under article 38 of the same agreement, which provides that the Company shall, from time to time, upon the requisition of the British Government, make reasonable arrangements for the use of their railway lines, for the passage of engines and trains of other railways, for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restriction.

(*f*) Under any other articles of the said agreement of the 27th December 1883, wherein an obligation on the part of the Company towards the British Government may be expressed or implied.

5. His Highness the Nizam will supply the British Government, for statistical purposes, with copies of the periodical accounts and returns which may be rendered to His Highness under the provisions of Article 36 of the aforesaid agreement.

6. His Highness the Nizam will appoint an inspecting officer for the purposes specified in Articles 6, 8, 9, and 10 of the said agreement of the 27th December 1883, upon receiving the approval of the British Government to the said appointment; and further whenever the office of inspecting officer may become vacant will from time to time make appointments to the said office, subject to the approval of the British Government.

Signed by the Resident at Hyderabad on the part of the British Government this the 30th day of April in the year one thousand eight hundred and eighty-five.

(Sd.) J. G. CORDERY,
Resident.

Signed and sealed on the 30th day of April one thousand eight hundred and eighty-five, A. D. 1885, 1302 Hijri.

(Sd.) SALAR JUNG,
MUKHTAR-UL-MULK.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPARTMENT,
SIMLA,
The 26th May 1885.

(Sd.) H. M. DURAND,
Secretary to the Government of India.

No. CVIII.

MINING AGREEMENT, dated the 7th January 1886.

THIS INDENTURE made the seventh day of January 1886 BETWEEN NAWAB MIR LAIK ALI KHAN BAHADUR SALAR JUNG MUNIR-UD-DOULAH MUKHTAR-UL-MULK IMAD-AS-SULTANA, PRIME MINISTER to HIS HIGHNESS the NIZAM, acting on behalf of the GOVERNMENT of HIS HIGHNESS the NIZAM (hereinafter referred to as "THE GOVERNMENT"), of the one part, and WILLIAM CLARENCE WATSON of No. 7, Great Winchester Street, in the City of London, Merchant, and JOHN STEWART, of No. 26, Throgmorton Street, in the said City, Esquire (hereinafter referred to as the CONCESSIONAIRES) of the other part.

WHEREAS the Concessionaires having, on the 7th day of November 1882, made a proposal in writing to the Government for the grant to them of such concession as therein mentioned, deposited at the National Provincial Bank of England, in the joint names of the Concessionaires, a sum of £100,000 as caution money, subject to certain terms and conditions agreed between the parties hereto, AND WHEREAS by an Edict in writing, dated the 2nd day of June 1883, duly executed by the Council of Regency of His Highness the Nizam at Hyderabad, Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, C.I.E., the Agent of the Government, was amongst other things fully authorized and empowered on behalf of the Government to enter into, sign and execute all necessary deeds and papers for granting a mining concession to the Concessionaires, AND WHEREAS by a letter, dated the 5th day of July 1883, addressed by the Under Secretary of State for India to the said Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, the said Sardar was authorized to act upon the instructions so given to him as aforesaid by the said Council of Regency at Hyderabad, AND WHEREAS a Railway Company has lately been formed under the Companies Acts, 1862, to 1880, having for its objects (among other things) the construction of a Railway from Hyderabad to Warangal, and thence to the southern frontier of the State of Hyderabad near Bezwada, and from Warangal to the northern frontier of the said State near Chanda, AND WHEREAS the said Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur has given a general acceptance of the proposal to grant to the Concessionaires the concessions hereinafter contained, NOW THIS INDENTURE WITNESSETH that, in consideration of the premises, it is hereby agreed between the said parties hereto the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding them-

selves as to all the matters to be performed and observed either by themselves or by the Company to be formed as hereinafter mentioned but subject to the transfer to the same Company of the liability of the Concessionaires as hereinafter mentioned as follows :—

1. The Concessionaires or their respective executors or administrators shall, on any date within six months after the capital for the construction of the line from Warangal to Singareni is practically assured, form in London under the Companies Acts, 1862 to 1880, a Company limited by shares with a capital of not less than £1,000,000 with powers to increase the capital by an issue of debentures or otherwise if necessary, and having for or among its objects the acquisition of the rights and liabilities of the Concessionaires nder these presents and the execution of the works herein referred to.

2. If such a Company shall be formed before the expiration of the period fixed in clause 1, and if before that period £150,000 of its share capital at the least shall have been subscribed for and £75,000 shall have been actually paid up in respect of the subscribed share capital and if such Company shall also before the said period have adopted this concession and made itself liable to make the payments mentioned in clause 11 hereof and in all other respects liable upon these presents to the same extent as the Concessionaires were or would be liable, then it shall be lawful for the Concessionaires to transfer to such Company the benefit of this concession, and upon such transfer being effected and notified to the Government before the expiration of the period named in clause 1, all liability of the Concessionaires to the Government hereunder shall cease, and the said deposit of £100,000 shall be released to the Concessionaries subject to the deduction of any moneys then due from them to the Government. Until so released the same sum of £100,000 shall remain deposited as aforesaid. Provided always that £50,000 of such £100,000 may from time to time be withdrawn and used for the purposes of prospecting and obtaining specimens of ores, coal, and other deposits; but that no actual mining operations shall be commenced, nor shall any obligation be entailed on the Government to grant any lease under these presents until the Company hereby agreed to be formed shall have been registered, and such proportion of its share capital as aforesaid paid up.

3. The first object of the Company thus constituted will be to work the coal-field at Singareni. They will, when duly constituted, arrange, as specified in clauses 4 to 12 below, for the occupation of the site and opening up the mine in such a manner that they will be in a position to supply (if so required) not less than 500 tons of good coal per week by the date of the opening of the railway communication to either Hyderabad or Bezwada or by the 30th June 1888 at latest.

3*a*. At any time or times and from time to time until the 1st January 1890, the said Company to be formed as aforesaid may, without payment to the Government, from time to time, select and notify to the Government the selection of such and so many of the following coal and iron mines and beds in His Highness's territories, namely, the Singareni iron mines, the Kammam coal and iron mines, the Sasti coal and iron mines, the Paoni coal and iron mines, the Nirmal coal and iron mines, the Hanamkonda coal and iron mines,

the Yelgandal coal and iron mines, and the Medak coal and iron mines, as the said Company may wish to acquire for mining operations, and on which the said Company shall be prepared to commence, within two years from selection, or from the opening of a section of the proposed railway within reasonable distance, whichever shall first happen, active mining operations conformably with the terms of these presents. Every such notification shall describe the premises therein referred to by reference to the village-plan or map relating to the same or otherwise with sufficient certainty. Provided that this power of notifying shall not extend to any mines or minerals which have once been leased in pursuance of this concession, and have been surrendered, abandoned, or forfeited as hereinafter mentioned. Provided also that no land shall be taken without the previous consent of the representatives of the Government being first obtained.

4. Upon any such premises as aforesaid being selected and notified as aforesaid, if the Concessionaires and the said Company shall, up to that time, have fully observed and performed their part of the said agreement, the Government will, from time to time, at the expense of the Concessionaires or the Company, but free of any premium or other payment not herein expressly provided for, grant to the Company or their licensed nominees (if any) and the said Company or their licensed nominees shall accept, without any investigation of, or objection to, the title to such premises a lease of such premises for a term of 99 years from the date of these presents, upon and subject to the terms and conditions hereinafter referred to. Any number of mines may, at the option of the said Company, be comprised in any one and the same lease. The Government shall not be bound to grant any lease to any nominee or assignee of the said Company, but only to the said Company; but the Government will not, as a rule, withhold its sanction to the grant of any lease by the Company, unless the proposed lessee or assignee be not considered sufficiently solvent.

5. There shall be included in every such lease so much surface as shall be necessary for spoil banks for the purpose of depositing the output from the mines, and for constructing buildings, roads, and works for carrying on mining operations under the lease, the quantity and position of such lands (in case of dispute) to be settled by Arbitration under clause 18 hereof. Provided that no surface land shall be taken for smelting or any other purpose than getting and carrying away the raw ores and other substances gotten from the demised premises unless by special arrangement with the Government.

6. Every lease shall be granted and taken subject to the payment of the rate of land assessment usually payable in respect of similar lands in His Highness's Dominions.

7. The privileges intended to be hereby granted shall be taken to be subject to the estates, interests, and rights (if any) in or to the premises to be comprised in any such lease as aforesaid of all persons (other than the Government, and persons claiming under the Government by any grant of the Government of later date than the date hereof), and the Government shall not be called upon to grant any such lease, nor shall any land be entered

upon, nor any operations commenced within or under the same, until such arrangements shall have been made, at the cost of the Company, as regards compensation to holders, occupiers or others, as shall vest in the Government and enable the Government to hand over to the Company the lands, minerals, and privileges to be demised. Provided always that the Government shall not be bound to include in any such lease any lands not under their immediate control as to which they may deem it inexpedient to make such arrangements as aforesaid. Every such lease shall contain a covenant by the Lessee to compensate all persons, subject to whose estates, interests, or rights such lease shall be granted, for all unavoidable or incidental damage, and to keep the Government indemnified against all claims for such damage.

8. Every lease shall contain proper powers to the Lessee to work the demised premises and to use any part of the surface therein comprised for spoil-banks for the purpose of depositing the output from the mines thereby demised of whatsoever nature it may be and to make and construct, on such surface, all buildings, roads and works, either temporary or permanent, of every kind, for working and carrying on all or any of the mining operations of the Lessee.

9. Every lease shall purport to empower the Lessee for the purposes of mining, and, with the consent of the Government, to make and use roads over the lands adjacent to the premises comprised in such lease, and to lay down and use rails, sidings, and junctions (but without prejudice to the rights of any Railway Company), and to use all ways, water-courses, rivers, and rivulets in and throughout the territories of His Highness the Nizam and belonging to the Government, and also a covenant by the Lessee to maintain all roads in good repair which shall be constructed by such Lessee on such adjacent lands.

10. In every lease there shall be reserved to the Government all powers, easements, and rights necessary or expedient for working by themselves or their grantees in an efficient and usual manner all mines, fields, beds, deposits of coal, clay, iron-stone, limestone, and other minerals, metals, precious stones, mineral-oils and mineral substances not comprised in the lease, and whether or not under the same surface as the premises leased, and whether or not originally comprised in the lease.

11. Every lease shall reserve by way of rent royalties on the amount of coal, raw ore, material or substances won, and such royalties shall be fixed by agreement between a Mining Engineer to be appointed by the Government, and a Mining Engineer to be appointed by the Lessee, or, in default of their agreement, by an experienced Engineer in India or England to be appointed by the Government of India, which said Engineers and Engineer respectively are hereinafter called the Mining Board, and the said Mining Board in fixing such royalties shall have regard to the quality of the coal, or of the ore, material or substances to be worked (as for example in the case of iron whether hematite, oxides, carbonates, or otherwise), the percentage of metal in the ore, the selling-prices in England and India of coal, iron, or other substance in question, the cost of carriage and all other circumstances, and so that the fixing and determining of such royalties shall be based and founded

on the general principle of a fair rent. The Company may, if threatened with loss by the commodities being unsaleable, be at liberty by giving a year's notice to transfer to the Government such mines as they are unable to work profitably.

11*a*. Provided that in case of the Singareni coal-field the rate of royalty shall be computed on quantities won and shall, if the sales be less than 100,000 British tons per annum, be fixed at eight annas per ton, any excess over the above quantity may be charged with a higher rate of royalty up to a limit of one rupee per ton.

12. Every lease (whether of the coal or iron mines hereinbefore mentioned, or of any other mines or mineral substances or materials under the provisions hereinafter contained for leases of other mines or mineral substances) shall also contain covenants by the Lessee (the word Lessee comprehending one or more Lessees, their respective executors, administrators, and licensed assigns) to the following effect, so far as applicable to the cases of such lease :—

(1) To pay the said assessment.

(2) To pay the said royalties to be reserved in such lease and to be fixed as hereinbefore provided.

(3) To work in every year of the said lease up to such a minimum total royalty as shall be fixed two years subsequent to the commencing of active mining operations by the Mining Board to be constituted as hereinbefore provided.

(4) To maintain in good order and repair, and to the satisfaction of the Government, all roads, buildings, plant, machinery, and works constructed or used by the Lessee or any person claiming under the Lessee during the continuance of the lease except mines incapable of being worked to benefit; but this covenant is to be subject to the power of removal to be granted to the Lessee as hereinafter mentioned.

(5) That the Lessee, or any person claiming under the Lessee, shall not keep any armed retainers, but shall, if necessary, apply for protection to the Government of His Highness the Nizam, who shall engage to afford the same.

(6) That the Lessee, or any person claiming under the Lessee, or their respective servants, other than natives of India, shall not have, nor shall such natives, by the permission or sufferance of the Lessee, or any person claiming under the Lessee, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jagirdars, Jemadars, Zamindars or other officials of the Hyderabad State, beyond those provided for in the lease.

(7) That the Lessee, or the executors, administrators, successors, or assigns of the Lessee will not assign, underlet, or part with the possession of the demised premises or any part thereof, unless with the previous consent in writing of the Government.

(8) That the Lessee, and all claiming under the Lessee, will during the term and after any section of railway is opened within a reasonable distance in the best and most effectual manner and to the utmost and on the most approved principles, and with due provision for drainage and ventilation of mines and for the security of life and the maintenance of the value of the property, and without intermission, except when prevented by insuperable accident, work, win, get and raise all the mines, fields, deposits of coal, ore and other material or substances comprised in the lease (except such as shall not be capable of being worked to benefit), and so far as is consistent with the covenant next hereinafter mentioned.

(9) That the Lessee, and all claiming under the Lessee, will not permit or suffer any subterraneous or other excavations to be made under or within a distance to be fixed in each case and from time to time by the Government Mining Engineer (and which distance may vary for different depths or different soils) of or any works or operations whatever likely to damage structurally any dwelling-house or building belonging to any person other than the Lessee.

(10) That except by the express consent of the Government, no coal, raw ore, or other material or substance raised or gotten from the demised premises shall be removed from the premises for the purpose of sale or otherwise or converted or used for any other purpose until the particulars thereof have been duly entered and recorded together with the amount of the royalties payable in respect of the same, but that, in the case of coal and ores, the Lessee shall be allowed one-tenth of the actual winnings for colliery consumption and waste.

(11) That the Lessee and the executors, administrators, successors, and assigns of the Lessee, will, at his or their own expense during the term, erect and continue at the place or each of the places where any coal, raw ore, or other material or substance to be gotten during the term out of the demised premises shall be raised or brought to the surface, a machine-house or machine-houses and keep the same in good repair, and set up and continue a weighing machine or machines, with proper standard weights of His Highness's State in the machine-house or machine-houses so to be erected, and will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machine or machines and weights and make use of, prove, and regulate the same, and will keep the same in good repair and at the like expense provide proper persons to superintend the same and will cause all the coal, raw ore, and other material or substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of or be used or consumed) to be duly weighed and will cause the weights of all such coal, raw ore, and other material or substances distinguishing the different classes and qualities to be from time to time entered in proper books of account to be provided for that purpose by the Lessee or the executors, administrators, successors, or assigns of the Lessee and to be kept at the office where such coal, raw ore, and other material or substances respectively shall be raised or brought to the surface and will not remove,

consume, smelt, or dispose of any coal, raw ore, or other material or substances until so weighed and entered, and will permit any persons from time to time appointed in that behalf by the Government at all reasonable times to have free access to the said machine-house or machine-houses and office and to inspect, cast up, and examine the said books, entries and accounts and take extracts or copies of the same, and will permit any person from time to time appointed in that behalf by the Government to be present when the said coal, raw ore, and other material or substances shall be weighed, and also from time to time as often as such persons shall think proper to weigh and take account of all such coal, raw ore, and other material or substances respectively and for that purpose to have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses, wagons, carts, and other carriages, ropes, tackle and other implements and machinery employed in or about any of the demised premises without making any compensation for the same.

(12) That the Lessee and persons working under the Lessee the demised premises or any of them will, on the first day of every third calendar month during the continuance of the term, settle and make up full, true, and particular accounts of all coal, raw ore and other material and substances gotten and raised from the demised premises, and of all sales thereof respectively with dates, weights, names, prices and all such other particulars as the Government shall from time to time require and also of all rents and royalties that shall have become payable under or by virtue of the lease and will keep proper working plans with reference to all operations under the lease.

(13) That all accounts pertaining to the matters of this agreement shall be kept in local currency and in such form as the Government shall from time to time prescribe, and a true statement thereof shall be submitted yearly by the Lessee to the Government with copies of all the said plans.

(14) That the accounts in respect of each of the following classes of minerals and metals shall be kept separately, *viz.* :—

(A) Gold and silver.

(B) Iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified).

(C) Coal.

(D) Precious stones.

(E) Mineral oils.

(F) Alum.

(G) Pottery earth.

(H) Fireclay.

(K) Limestone.

(L) All other clays, metals, minerals and mineral substances (each to be separately classified).

(15) That all books, accounts, documents, plans, vouchers and papers relating to any operations under the lease and also all the mines and works

of the Lessee shall at all reasonable times be open to the inspection of any person or persons duly authorized in that behalf by the Government, and that free access and all reasonable facilities for inspecting and taking copies of or extracts from such books, accounts, documents, plans, vouchers, and papers, and for inspecting, measuring and testing such mines and works and all information in connection therewith, which shall be required by such person or persons, shall be afforded from time to time to such person or persons by the Lessee and all persons claiming under the Lessee, provided that the exercise of the rights of inspection, measurement and testing shall be conducted at reasonable hours in the day time, and in such a manner as not to interfere more than is reasonably necessary with the working of the mines.

(16) That the accounts may be audited half-yearly by any duly authotized agent or agents of the Government who for that purpose shall have power to call for all such books, accounts, documents, plans and vouchers as he or they may think proper for the verification thereof.

(17) That all pits, shafts, machinery and works shall be kept properly fenced off so as to protect the public, or their cattle, sheep or other animals from the danger of straying thereunto, and that the Lessee or the executors, administrators, successors, or assigns of the Lessee, and all persons working under the Lessee the demised premises or any part thereof, will from time to time within six calendar months next after any pit or shaft shall have been disused, arch over the mouth thereof with good bricks and mortar and will, within six calendar months next after the 1st day of January in every year, either fill up and level such parts of the surface comprised in the lease as shall no longer be required for the operations under the lease (except such parts as the Government may require not to be filled up, stopped, or levelled) or make due compensation to all persons other than the Government affected by failure or omission to fill up and level the same, and at all events will cause the whole of the surface comprised in the lease to be filled up, stopped or levelled within six calendar months next after the end or sooner determination of the term created by the lease (except such parts as may be required by the Government not to be filled up stoppod or levelled and will within six calendar months either reinstate or restore the lands so to be levelled to a state fit for cultivation and herbage or make due compensation to all persons other than the Government affected by failure or omission to so restore and reinstate the same.

(18) That at the expiration or sooner determination of the term the Lessee or those claiming under the Lessee will deliver up to the Government the demised premises, together with all erections and buildings then standing and being thereon and all fixtures and additions thereto (except such as are by the lease authorized to be removed) in good and substantial repair and working order and in all respects in such state and condition as shall be consistent with the due performance of the covenants in the lease except as shall be otherwise agreed between the Lessee and the Government, and also all agreements between the Government and the Lessee.

(19) That a special Police shall, if required by the Lessee, be appointed when necessary to enforce order between the servants of the Lessee when

engaged in operations on the premises leased and the subjects of His Highness, and that the cost of such Police shall be borne in the following proportions, *viz.*, $\frac{3}{10}$ by the Government and $\frac{7}{10}$ by the Lessee, and that the Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the British Resident at Hyderabad so long as the Government of India shall consent to such arrangement.

(20) And also a clause for referring to arbitration any differences or disputes between the Government and the Lessee, such clause to be similar (*mutatis mutandis*) to clause 18 hereof.

And also covenants by the Government to the following effect, (*viz.*)—

(21) That at the expiration or sooner determination of the term created by the lease or at any time previous thereto the Lessee shall be at liberty (subject to the right of persons other than the Government) to remove all engines, boilers and other machinery and plant of every description belonging to the Lessee, which may be or have been in use on the premises therein comprised in connection with any of the operations under the lease, or to sell the same on the spot subject to the same being first offered to the Government, at a price to be agreed between the Lessee and the Government, or in default of such agreement, to be fixed by arbitration under the arbitration clause in the lease.

(22) That all machinery, plant and utensils required for the purpose of executing any works, either temporary or permanent, under the lease shall be admitted into His Highness's territories free of all fiscal charges and duties whatever payable to His Highness's Government or to any local authorities claiming under His Highness under a title subsequent to this agreement.

(23) That it shall be lawful for the Lessee to surrender the lease at any time by giving to the Government twelve calendar months' notice in writing, whereupon all future liability on the part of the Lessse shall cease but without prejudice to the Lessee's liability in respect of any prior breach of covenant.

(24) That if the Lessee shall discontinue or at any time after the granting of the lease neglect or omit or permit or suffer to be omitted the working of any of the demised mines or premises, but shall not be willing to surrender the lease under the covenant lastly hereinbefore stipulated for, it shall be lawful for the Lessee by giving twelve months' previous notice in writing to surrender any or any part of such demised mines and premises without the remainder, but including so much of the demised surface as shall thereupon become unnecessary for working the retained mines and premises and thereupon all future liability on the part of the Lessee shall cease as regards the part surrendered (the provisions of the lease being construed distributively) but without prejudice to the Lessee's liability in respect of any previous breach of convenant, and upon such surrender the Lessee shall grant to the Government all such powers, easements and rights as may be necessary or expedient for conveniently and efficiently working the surrendered mines and premises.

The Company agree to surrender to the Government any land in the

Hyderabad State taken up for mining operations on which active mining operations are not commenced by the end of 1896—Foreign Department letter No. 4115, dated 30th November 1886.

(25) And also a proviso by way of condition that if and whenever any part of the rents or royalties by the same lease reserved or made payable in respect of any property which shall not have been surrendered, shall be in arrear for three months, whether the same shall have been legally demanded or not, or if and whenever the Lessee shall discontinue working for any twelve consecutive months any mine or mines upon which active mining operations shall once have been commenced and which shall not have been surrendered under the powers hereinbefore mentioned and referred to, if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or non-observance of any of the covenants or agreements by the Lessee contained in the same lease, and the Lessee shall fail to make pecuniary compensation to the satisfaction of Government for such breach it shall be lawful for the Government to re-enter upon any part of the same premises in the name of the whole and thereupon the term thereby granted shall absolutely determine except in so far as shall relate to the recovery of any of the rents or royalties thereby reserved or made payable which shall be then in arrear or to the satisfaction of damage for breach or non-observance of any of the covenants or agreements by the Lessee contained in the lease so terminated and that such right of re-entry may be exercised by the Government notwithstanding the waiver by them of any prior forfeiture or forfeitures.

And also such covenants, clauses and provisions as (not being inconsistent with the clauses hereinbefore specified) shall be usually inserted in leases of a similar character of mines in England.

13. When the Railways hereinbefore referred to are completely constructed and in operation and capable of transporting mineral traffic to the necessary extent, the Company hereby agreed to be formed or their Lessees shall sell to such Railways coal sufficient for the *bonâ fide* requirements of their traffic at special rates which shall be not less than 30 per cent. below the rates of sale to the outside public, provided that the Railway Company engage in a separate agreement with the Company hereby agreed to be formed to carry the produce of the mines that shall be sold to foreign railways at 30 per cent. below the ordinary quotations for the same classes of traffic, and the Company hereby agreed to be formed shall provide mineral traffic on the same Railways to an extent of a freight of £45,000 per annum, provided that the Railway Company gives reasonable facilities for such traffic and the development and working of the mines produce sufficient for that purpose.

14. The Concessionaires, their executors or administrators shall not, nor shall the said Company, keep any armed retainers, but shall, if necessary, apply to the Government of His Highness the Nizam for protection which shall at once be afforded by the Government.

15. The Concessionaires, their executors or administrators or their servants (other than natives of India) shall not, nor shall the said Company or its servants (other than natives of India), nor shall such natives by the permission or sufferance of the Concessionaires, their executors or administrators or of the

said Company, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jaghirdars, Jemadars, Zamindars or other officials of the Hyderabad State beyond those provided for in these presents.

16. A special police shall, if required by the Concessionaires, their executors or administrators until the transfer of this concession to the Company as hereinbefore mentioned and after such transfer then if required by the said Company, be appointed when necessary to enforce order between the servants of the requesting party while engaged in operations under this concession in the dominions of His Highness and the subjects of His Highness. The cost of such Police shall be borne in the following proportions, that is to say $\frac{3}{10}$ by the Government and $\frac{7}{10}$ by the requesting party. The Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the Resident at Hyderabad so long as the Government of India consent to such arrangement.

17. And this indenture further witnesseth that in consideration of the premises, it is further agreed between the parties hereto, the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to all the matters to be performed and observed either by themselves or the said Company, but subject to the transfer to the same Company of the liability of the Concessionaires as before mentioned as follows: The Concessionaires or the said Company shall have from the date of these presents (so far as the Government can grant the same) the exclusive right of prospecting and testing for gold, silver, iron, coal, precious stones, precious metals, and other mines and minerals and mineral oils and mineral substances of what kind soever throughout all portions of the territories of His Highness the Nizam until the 31st day of December 1891, but the Concessionaires or the Company shall, before exercising such right, notify to Government their intention so to do. The Concessionaires or the said Company may, from time to time, until the said 31st day of December 1891, select and notify to the Government the selection of (specifying the same) such and so many of any lands, mines, fields, beds, deposits of coal, clay, iron, ironstone, limestone, and all or any other minerals, metals, precious stones, mineral-oils, and mineral substances in the territories of His Highness the Nizam (other than those specified in the third article of these presents) as they desire to acquire for the purpose of mining operations and such notifications shall describe the lands selected by reference to the village map or plan relating to the same and upon any premises being selected as in this clause, provided the Government will, from time to time, at the expense of the Concessionaires or the Company, but free of any premium or other payments not by these presents expressly provided for grant to the said Company or their licensed nominees (if any), who respectively shall accept the same without any investigation of or objection to the title a lease or leases of such premises for a term of 99 years from the date of these presents, which lease or leases shall reserve in respect of each mineral or mineral substance to be thereby demised, rents and royalties to be fixed by the said Mining Board on the principle as near as can be and in the manner provided by Clause 11, and contain the same powers and covenants (*mutatis mutandis*) as are hereinbefore pro-

vided with respect to the premises to be selected under the provisions of the third article of these presents, and the other stipulations of these presents shall apply to the premises to be selected pursuant to the provisions of this clause in like manner as to the premises to be selected under the said third article and as fully as if such stipulations were herein repeated, and all such other provision shall be inserted in such lease or leases as in the opinion of the Mining Board may be required having regard to the peculiar nature of the minerals or mineral substances to be therein comprised. The Concessionaires or the said Company shall be at liberty to defer and shall not be required to exercise their right of prospecting and testing at any time before the first day of June 1888, but from the date of their application for leave to exercise such right, they shall be liable to pay to the Government up to the 31st day of December 1891, by equal quarterly payments, and as the consideration for such exclusive rights to prospect and test, the yearly sum of British ₹50,000, from which there shall be deducted any royalties paid to the Government under any lease granted pursuant to the provisions in this paragraph contained.

18. If any dispute or difference shall arise between the Concessionaires or their executors or administrators, or the Company to be formed as hereinbefore is mentioned, on the one hand and the Government on the other hand concerning this concession, or the interpretation thereof, or the rights or liabilities of either party hereunder, such dispute or difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the other party to the dispute or difference, and the duty of the said Board shall be to enquire into and equitably adjust and determine such dispute or difference, and if unable to do so by reason of difference of opinion among the members thereof or for any other reason, to refer the same difference or dispute to an Umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the Board shall not within fourteen days after the dispute or difference shall have been referred to them have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, the decision of such Umpire shall be final, and binding upon both parties and no appeal shall lie therefrom, and upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties, or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Common Law Procedure Act, 1854, and the Acts amending the same shall (*mutatis mutandis*) have effect in relation to every arbitration under this indenture.

IN WITNESS whereof the said Nawab Mir Laik Ali Khan Bahadur Salar Jung Munir-ud-Doulah Mukhtar-ul-Mulk Imadas Sultana acting on behalf of the Government of His Highness the Nizam has hereunto affixed

the seal of State of His Highness' Government, and the said William Clarence Watson and John Stewart have hereunto set their hands and seals the day and year first above written.

The Seal of State of the Government of His Highness the Nizam affixed by the Nawab Salar Jung Imad-as-Sultana, the Prime Minister of the Government of His Highness the Nizam, in the presence of

The Seal of State affixed by me.
(Sd.) SALAR JUNG IMADAS SULTANA.

Seal of the Government of His Highness the Nizam.

(Signed) ALEX. H. E. CAMPBELL,
COLONEL,
Supt. & Manager, Residency Bazaar, Hyderabad, Deccan.

(Signed) WILLIAM CLARENCE WATSON by his duly constituted Attorney,
C. A. WINTER.

Signed, sealed and delivered by the above named WILLIAM CLARENCE WATSON and JOHN STEWART by their Attorney CHARLES ALBERT WINTER in the presence of

(Signed) JOHN STEWART by his duly constituted Attorney,
C. A. WINTER.

(Signed) ALEX. H. E. CAMPBELL,

(Signed) W. C. FURNIVALL,
Agent & Chief Engineer, His Highness the Nizam's Guaranteed State Railways Company, Limited, Hyderabad, Deccan.

No. CIX.

MODIFIED MINING AGREEMENT, dated 2nd January 1890.

This AGREEMENT entered into this second day of January 1890, between HIS HIGHNESS the NIZAM of HYDERABAD (hereinafter called "HIS HIGHNESS"), of the first part; the HYDERABAD (DECCAN) COMPANY LIMITED (hereinafter called "the COMPANY"), of the second part; WILLIAM CLARENCE WATSON, of 7 GREAT WINCHESTER STREET, in the City of London, Merchant (hereinafter called MR. WATSON), and JAMES GRAHAME STEWART, of the Conservative Club, St. James Sreet, in the County of London, Esquire, and CHARLES JAMES STEWART, of No. 70 Lexham Gardens, in the said County, Esquire, which said JAMES GRAHAME STEWART and CHARLES JAMES STEWART are the Executors of JOHN STEWART deceased, and are (hereinafter called MR. STEWART'S Executors), of the third part, and the said WILLIAM CLARENCE WATSON and JAMES GRAHAME STEWART, of the fourth part; Witnesseth as follows:—

By an indenture, dated the 7th day of January, 1886 (hereinafter called "the Concession"), and made between the Government of His Highness and the said William Clarence Watson and John Stewart (hereinafter called Messrs. Watson & Stewart), it was agreed that Messrs. Watson & Stewart should, within the time therein mentioned, form in London a Company of the description therein mentioned, having for or among its objects the acquisition of the rights and liabilities of Messrs. Watson & Stewart under the Concession and the execution of the works therein referred to; and if within such time such a Company should be formed, and the proportions of its capital therein mentioned should be subscribed and paid up, it should be lawful for Messrs. Watson & Stewart to transfer to such Company the benefit of the Concession; and it was agreed that the Company should have certain mining and other rights within the dominions of His Highness of the nature and upon the conditions more fully expressed in the Concession, to which reference is hereby made.

Messrs. Watson & Stewart, as they allege, within the time in that behalf limited by the Concession, formed the Company, and subscribed and paid up the proportions of its capital thereby prescribed, and sold and transferred to it the Concession in consideration of certain fully paid shares of the Company allotted to them.

On the 20th July 1887 the said John Stewart died, having by his will, dated the 19th February 1885, appointed the said James Grahame Stewart and Charles James Stewart, and also Matilda Stewart and Henry Hardcastle executors thereof; and the said will was proved by the said James Grahame Stewart and Charles James Stewart on the 9th August 1887.

His Highness asserts and maintains certain claims against one Abdul Huk, who had been, previously to the said 7th day of January 1886, and then was, an official in the service of His Highness, by reason of his being, and, as His Highness alleges, interested in the said Concession with Messrs. Watson & Stewart to the extent of a one-fourth part of share thereof or therein; and also in respect of certain dealings or transactions of the said Abdul Huk in connection with certain shares in the Company by disposing of them to His Highness.

His Highness also raised objections to the propriety and validity of the formation of the Company, and to the terms on which the Concession was sold and transferred to it, and disputed the right of the Company to any of the rights or privileges granted by His Highness under the Concession; and asserted claims against the parties hereto of the third part in respect of the formation of the Company, and the terms of the transfer to it of the Concession; and asserted claims against Mr. Watson alone, in respect of his acts as agent for His Highness in connection with the disposition of the said shares by Abdul Huk to His Highness.

Suggestions have been made by some of the shareholders of the Company that by reason of the part taken by Messrs. Watson & Stewart and other parties interested with them in the Concession in the formation of the Company, the settlement of the terms of the sale and transfer to it of the Concession, and the carrying of the same into effect, the Company might be entitled to rescind the said sale and transfer, or to require the parties hereto of the third part, or the parties interested therein with them, to account to the Company for all or some part of the profit thereby made by such parties respectively.

The Company does not admit any of the assertions and claims made by or on behalf of His Highness.

The parties hereto of the third and fourth parts do not admit any of the said assertions and claims, or of the assertions and claims so made or suggested by or on behalf or in the interest of the Company or the shareholders, and recognise no liability in respect of any of the matters hereinbefore referred to; but they are desirous of assisting the Company, and in consequence certain negotiations were commenced for the removal of all objections, claims and disputes of any kind by or between any of the parties hereto, and the obtaining from His Highness of the recognition by him of the Company and its title to the rights and privileges granted under the Concession, and the confirmation of the said Concession to the Company with certain modifications thereof; and these negotiations have led to the arrangement herein contained.

It has been agreed between His Highness and the parties of the second, third and fourth parts that the performance by the parties hereto of the second and fourth parts of the engagements hereinafter contained on their parts respectively shall be accepted by His Highness in satisfaction and discharge of all claims by His Highness against the Company and Mr. Watson and Mr. Stewart's executors and estate, and all other parties originally interested in the said concession or any of them (save and except the said Abdul Huk as hereinafter more fully appears), whether such claims have been already asserted or not, arising out of the obtaining of the Concession the arrangements connected therewith, the formation of the Company, the sale and transfer to it of the Concession, or the connection, if any, of the said parties with any dealings in or with any of its shares, all which claims are hereby abandoned.

His Highness, at the request of the parties of the second and fourth parts, hereby declares that in the event of this agreement being executed and the engagements of the other parties hereto being duly performed the drafts of the leases and the rates of royalties for coal and all other minerals mentioned in the Concession shall be promptly settled, in accordance with the terms of the said Concession.

The parties hereto of the fourth part shall subscribe or find responsible subscribers for £150,000 Deferred Share Capital, so that the sum of £150,000 shall be paid to the Company, and which Deferred Share Capital is not to receive dividends for any year unless 5 per cent. be paid for that year on the existing £1,000,000 of capital, but when 5 per cent. is paid for any year on the whole £1,150,000, further dividends for that year are to be paid on all without distinction.

The Government of His Highness is to have the perpetual right to nominate a Director, who need not be qualified by shares, and who may reside in England or in India, and who shall have the same rights and powers as the other Directors, except with respect to any differences which may arise between His Highness and the Company, as to which he shall not be entitled to vote or otherwise act as a Director. Any necessary regulations to this end are to be carried out by the Company.

Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder, the selecting period under Clause 3A of the Concession is to be extended to December 31st 1891.

Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder the Concession with the modifications thereof stated in the preceding two clauses of this agreement, is hereby confirmed to the Company, their successors and assigns, subject to the due performance by them of their obligations thereunder as so modified.

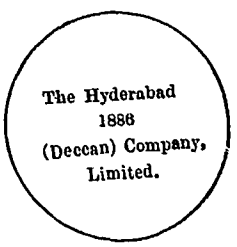
His Highness absolutely reserves and maintains all his rights and claims against the said Abdul Huk and his interest or shares in the Company; and no steps taken or to be taken by His Highness' Government with reference

thereto shall affect or prejudice the rights or position of His Highness, or the obligations hereunder of the parties of the second and fourth parts.

The Company confirms the sale and transfer of the Concession by Messrs. Watson & Stewart to the Company, and renounces all claim to any part of the profit made by means thereof by Messrs. Watson & Stewart, or any parties interested with them in the said sale and transfer.

In witness whereof His Highness has caused the Seal of State of His Highness's Government to be hereunto affixed, and the Company has caused its Common Seal to be hereunto affixed, and the parties of the third and fourth parts have hereunto set their hands and seals the day and year first above written.

The Common Seal of the Hyderabad (Deccan) Company, Limited, was hereunto affixed in the presence of



G. H. M. BATTEN,
Director.

L. L. HALL,
Secretary.

Signed, sealed, and delivered by the said WILLIAM CLARENCE WATSON in the presence of } W. C. WATSON.

G. M. CLEMENTS,
Solicitor.

17, Gresham House, Old Broad Street,

London.

Signed, sealed, and delivered by the said JAMES GRAHAME STEWART, by EDWARD FRNCIS TURNER, his Attorney, in the presence of } J. GRAHAME STEWART, by EDWARD FRANCIS TURNER, his Attorney.

WM. J. NOEL,

Clerk to Messrs. Turner and Hacon,

101, Leadenhall Street, London, E. C.,

Solicitors.

Signed, sealed, and delivered by the said CHARLES JAMES STEWART in the presence of } C. J. STEWART.

WM. J. NOEL

Signed, sealed, and delivered by the said JAMES GRAHAME STEWART in the presence of } J. GRAHAME STEWART.

F. A. BAYLARG,

Banker,

Pau.

I hereby certify that J. Grahame Stewart has appeared before me this 19th day of December 1889, and signed this document, he being known to me.

In witness whereof I have hereunto set my hand and official seal the day and year above written.

J. MORRIS POST,
Acting British Vice-Consul.

No. CX.

TRANSLATION OF AN ORDER of HIS HIGHNESS THE NIZAM'S GOVERNMENT, DATED $\frac{\text{14th RAJAB 3104H}}{\text{8th April 1887.}}$

At the request of the Resident, and with the approval of His Highness the Nizam, it is hereby notified that the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder will be considered applicable to all the existing and future telegraph lines in the Hyderabad State.

PART III.

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO

MYSORE AND COORG.

1.—MYSORE.

The present dynasty of Mysore dates from the commencement of the fifteenth century, when two brothers, Vijaya Raj and Krishna Raj, came to Mysore and established a rule which, commencing with a few villages, now comprises the Mysore territory. The ninth Chief in succession took the fortress of Seringapatam from the Vijayanagar dynasty, and speedily enlarged his possessions, which comprised by the year 1704 an area of 15,000 square miles, with a revenue of fifty lakhs of rupees. The direct descent failed on the death of Dodda Krishna Raj in 1731, and thenceforth the real power remained in the hands of the hereditary General of the forces, by whom the Rajas of Mysore were selected.

The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindu rulers. In this war Haidar Ali, who was destined to supplant the native dynasty by Muhammadan rule, commanded a force which the Maharaja of Mysore had sent to take part in the operations at Trichinopoli. It is unnecessary here to trace the various steps of Haidar Ali's career. By intrigue and force he soon raised himself to the chief power in Mysore, and deposed the Hindu ruler, Chikka Krishna Raj Wadiar. In 1763 the Bombay Government concluded a commercial Treaty (No. CXI) with him; and in 1766, after his conquest of Malabar, Haidar Ali confirmed (No. CXII) all the grants and privileges acquired by the Bombay Government in Malabar.

The rapid extension of the conquests of Haidar Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic. Therefore, in the treaty concluded with the Nizam in 1766,

the English agreed to assist him with a force against Haidar. Scarcely was the treaty concluded when the Nizam deserted the alliance and joined Haidar Ali in invading the Carnatic. Their united forces were defeated, and the Nizam was detached from the alliance with Haidar by the treaty of 1768. Haidar Ali for a time prosecuted the war alone; but, in the following year, after sustaining severe reverses, and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures, however, were not accepted. In 1769, by a rapid movement of his cavalry, he appeared within five miles of Madras, and the English, fearing the plunder of the town, concluded a Treaty (No. CXIII) with him in April 1769 on the footing of mutual restitution of conquests and a defensive alliance. The treaty with the Madras Government was followed on the 8th August 1770 by a Treaty (No. CXIV) between the Bombay Government and Haidar. Its provisions were chiefly of a commercial nature.

Under the treaty of 1769 Haidar Ali claimed assistance against the Mahrattas, with whom he was at war, but his request was refused on the ground that he had been the aggressor by withholding the chauth which was due. He was reduced to great difficulties by the Mahrattas and was glad to make peace on very disadvantageous terms. During the distractions at the Poona Court Haidar recovered most of the territories which had been wrested from him by the Mahrattas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1778, it was determined to drive the French from all their possessions in India. Chandarnagar, Masulipatam, Karikal, and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahé on the Malabar coast. Mahé was situated in the territories of a petty Chief who was tributary to Haidar Ali, and the British Government resolved to attack it, notwithstanding the threat of Haidar Ali to retaliate by an invasion of the Carnatic. The place was taken in 1779. Haidar Ali, as well as the Nizam, was further irritated by the arrangements made with Basalat Jang respecting the Guntur Circar. Having collected a large force, Haidar burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissariat that it could effect nothing decisive.

As a means of assisting the military operations by creating a revolution in Haidar's territories, the British Resident at Tanjore entered into secret

negotiations for the restoration of the Hindu dynasty in Mysore. A Brahman, named Trimal Rao, who had for some years resided at Tanjore and had held office in Mysore under the Hindu Government, was supposed to possess political powers from the imprisoned Rani. With him a Treaty (No. CXV) was concluded on the 28th October 1782 on the Rani's behalf. Its principal provisions were the restoration of the Hindu family to power, the payment by the Rani of stipulated contributions for the assistance of British troops, the future protection of the country by a British force, and the payment through the British Government of the tribute due from Mysore to the Mughals (Moguls) and of the Mahratta chauth.

Shortly after the conclusion of this agreement Haidar Ali died on the 7th December 1782, but the war was prosecuted with unabated energy by his son Tipu Sultan. To further the objects of the secret treaty a scheme was formed at Seringapatam for the release of the English prisoners, the seizure of the fort, and the proclamation of the Hindu Raja. But the project was discovered on the night preceding the concerted rising. Every one concerned or suspected of being concerned in it was put to death. The treaty led to no practical results, and there is every reason to believe that the Rani knew nothing of the treaty which had been concluded in her name, or of the conspiracy which had been formed for the overthrow of Tipu's government.

Tipu Sultan received vigorous support in the war from the French, between whom and Haidar Ali there had always been a close friendship. But the declaration of peace between England and France, and the consequent withdrawal of the French troops, left him too weak to prosecute hostilities alone. A Treaty of peace (No. CXVI) was therefore concluded at Mangalore on the 11th March 1784. In this treaty the Rajas of Tanjore and Travancore and the other allies of both parties were included. The basis of the treaty was the mutual restoration of conquests, and the confirmation to the British Government of all the privileges granted them by Haidar Ali. The conclusion of this treaty nearly produced a rupture with the Mahrattas, who considered it a violation of the treaty of Salbai.*

In 1789 Tipu approached the country of Travancore, then in alliance with the British Government, with the object of recovering Karanganur and Ayakotta, which district, being the key to Travancore, the Raja had purchased from the Dutch, but which Tipu alleged to form part of Cochin and to be

* See Peshwa (Vol. VI).

tributary to him. His attack on the lines of Travancore failed; and the attack was considered by the British Government as a declaration of war, and a violation of the treaty of 1784, in which the Raja of Travancore was included by name. The war which followed was closed in February 1792, when Tipu Sultan threw himself on the mercy of his conquerors and gave his two sons as hostages for the conclusion of a preliminary Treaty (No. CXVII). The Treaty (No. CXVIII) was definitively concluded on the 18th March 1792 at Seringapatam. Tipu was by this treaty stripped of half his territories and required to pay three crores and thirty lakhs of rupees, and was bound not to molest the palegars (polygars) and zamindars who had assisted the British forces in the war. The territories taken from Tipu were divided equally between the British Government, the Nizam and the Peshwa, in pursuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities broke out between the Mahrattas and the Nizam in 1795, Tipu Sultan, who had commenced intrigues with the French, the Mahrattas and the Nizam, almost immediately after the peace of Seringapatam, assembled his army and threatened to join the Mahrattas against Hyderabad. In 1798 he sent ambassadors to the Isle of France to raise volunteers for the purpose, publicly avowed and proclaimed, of expelling the British from India. The remonstrances of Lord Wellesley were ineffectual to induce Tipu to come to friendly arrangements, and in February 1799 it became necessary for the armies of the British Government and the Nizam to march against him. The war was terminated on the 4th May by the fall of Seringapatam and the death of Tipu, who fell bravely defending the fort.

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jealousy to the Mahrattas and aggrandise the power of the Nizam beyond due limits. It was therefore resolved to create a separate government in Mysore, and to bestow a portion of the territories on the Mahrattas, although they had taken no part in the war, on condition that the grant should form the basis of a new treaty with them. The family of Tipu was set aside and the Hindu dynasty was restored in Mysore under Krishna Raj Wadiar, a child of three years of age, the grandson of the ruler deposed by Haidar Ali forty years before. The districts on the sea-coast of Mysore, and provinces adjoining the British territories in Malabar and the Carnatic, yielding 7,77,170 Pagodas, were reserved by the British Government. The districts of Garamkonda, Guti (Gooty), and others contiguous to

Hyderabad, affording a revenue of 6,07,332 Pagodas,. were assigned to the Nizam. Provinces yielding 2,63,957 Pagodas were offered to but rejected by the Peshwa, and were subsequently shared between the British Government and the Nizam; and the young Maharaja was put in possession of territory producing a yearly revenue of 13,74,076 Pagodas.

Krishna Raj Wadiar was not a party to the partition treaty of Mysore of the 13th July 1799,* otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. CXIX) with him on the 8th July 1799, to which the Nizam was not a party. The subsidiary treaty provided for the location in the Mysore territory of a British subsidiary force, for which the Maharaja was to pay seven lakhs of Pagodas a year; reserved to the British Government the right to assume the whole or part of the Mysore territory, if there should be cause to apprehend failure in the payment of the subsidy; required the Maharaja to contribute, to meet the extraordinary expenses of war, such a sum as should be considered to bear a just and reasonable proportion to his revenues; and bound him to good government.

The descendants of Tipu were removed to Vellore in the Madras Presidency, where they were liberally provided for. After the mutiny at Vellore, in which they were believed to be concerned, they were removed to Calcutta, where they continued to reside as stipendiaries till 1860. A large sum was then capitalised as a provision for them, with a view to terminate their dependence on the liberality of the British Government and to absorb them in the general mass of the population.

In December 1803 a supplementary Treaty (No. CXX) was formed to effect certain exchanges† of territory with‡ Mysore; and in 1807 the sum

* See Hyderabad.

† See Malabar Coast.

‡ It was by this Treaty of 1803 (No. CXX) that the British Government obtained undisputed possession of the districts composing Wainad (Wynaad), which was one of the principal objects of the treaty. Malabar was one of the Districts ceded to the East India Company by Tipu Sultan in 1792 (No. CXVIII). Whether the hill tract of Wainad, which was part of the estate of the Pichi Raja who held the Kotiote taluk of Malabar, was included in this cession, was a disputed point. When Lord Mornington arrived in India in 1798 it was settled that Wainad still remained part of Tipu's possessions. By the partition treaty of the 13th July 1799 Wainad was ceded under one name to the Company; under another, *viz.*, Ahmadnagar Chiklur, to the young Raja of Mysore, its revenue being assessed at 10,000 Pagodas. But though allotted to both parties, the Company alone retained possession of it, and finally, on the 29th December 1803, the Raja resigned all claim to it on the cession to him by the Company of certain districts of equivalent value.

which the Maharaja was required to contribute to meet the ordinary expenses of war was commuted (No. CXXI) to the maintenance by the Maharaja of a body of horse in peace and war.

During the minority of the Maharaja the administration was conducted by an able Brahman minister named Purnaiya, who was invested with full powers of administration. He continued in office till 1812, when he resigned the government into the hands of the Maharaja, leaving in the treasury a sum exceeding two crores of rupees. By a continued course of misgovernment the Maharaja drove the greater part of his subjects into rebellion, which was a danger to the peace of the neighbouring British districts, and in 1831 it became necessary for the British Government to interfere. The Maharaja had dissipated all the treasure acquired by the Diwan Purnaiya, and had involved himself deeply in debt. Notwithstanding promises to put restraint on his reckless expenditure, he continued to alienate revenues and sell privileges and State offices to raise funds for his extravagance. The pay of his troops fell into arrears. Extortions and cruelties were practised; and there was no hope of redress. The raiyats combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharaja. So gross was the mismanagement and maladministration that it was deemed necessary for the British Government, under the provisions of the treaty of 1799, to assume the direct management of the State, subject to the claim of the Maharaja, reserved by the treaty, to a provision of one lakh of Star Pagodas per annum and one-fifth of the net revenue realised from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance.

In 1834 the Governor General (Lord W. Bentinck) visited Mysore. Soon afterwards it was proposed that the Maharaja should cede the districts of Nagar, Chitaldrug, and Bangalore, with as much territory as, after paying the expenses of management, would yield a revenue equal to the claims of the Government of India on the Maharaja, which amounted to about thirteen lakhs of Pagodas a year; and that the remaining districts of the province should be restored to the Maharaja under securities for good government. But it was finally decided not to restore any portion of the territory until the administration had been established on a sound footing. The government was accordingly carried on by British "Commissioners for the government of the territories of Mysore." At first there was a Board of two Commissioners, with a

Resident attached as before to the Court of the Maharaja. It was, however, almost immediately found necessary to substitute for the Board a single Commissioner; and in 1843 the post of Resident was abolished.

At different times the Maharaja made applications for the restoration of his State. The application made in February 1861 was rejected by Lord Canning in March 1862, because the improvement which had been effected in the administration had been effected in spite of opposition on the part of the Maharaja and his partisans; because the grant of territories to the Maharaja, under the subsidiary treaty of Mysore, was made solely in virtue of powers acquired by the British Government by conquest, and not of any hereditary rights of the Maharaja; because the conditions of the grant had been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary treaty; because no expectation, direct or indirect, had been held out that the Maharaja's authority would be restored in his lifetime under its former conditions, although language had been used consistent with a purpose, at some future time and under conditions left undefined, to restore a Native government, but not specifically that of the Maharaja; because the provision secured by treaty to the Maharaja in the event of the resumption of his territories, which provision was a personal and not an hereditary one, had been fully secured to and enjoyed by him; because the obligations of the British Government to the people of Mysore were as sacred as its obligations to the Maharaja; and, finally, because there was no security against a relapse into misgovernment if the Maharaja's authority should be restored.

In spite of this refusal the Maharaja continued to press his claims, and in 1862 he appealed to Her Majesty's Government. After careful consideration of the arguments brought forward by the Maharaja, Her Majesty's Government decided that the assumption of the administration of the Mysore territories was in accordance with the provisions of the subsidiary treaty, and that the Maharaja could not as of right claim its restoration; further that the reinstatement of the Maharaja in the administration of the country was incompatible with the true interests of the people of Mysore.

On this final decision being communicated in February 1864 to the Maharaja he submitted a statement of requests, of which the most important was that he should be permitted to adopt a son and heir to inherit his country and hold it as a Native State. The Government of India, while recognising the Raja's right to adopt so far as his private property was concerned, inform-

ed him in March 1864 that no authority to adopt a successor to the State of Mysore had ever been given him, and that no such power could now be conceded. The decision was upheld by Her Majesty's Government. About the same time the Government of India compromised for about 30 lakhs the private debts of the Chief, which amounted to upwards of 55 lakhs of rupees.

In June 1865, notwithstanding the earlier decision of the Government, the Maharaja adopted Chamrajendra Wadiar Bahadur, a child 2½ years of age, and a member of the Bettada Koté branch of the ruling family, as successor to all his rights and privileges. The Government of India declined to recognise the adoption or to accord to the Maharaja's adopted son the honours and privileges due to the heir to the State of Mysore.

In the following year the Maharaja again urged the question of the recognition of his adopted son, and in April 1867 his requests met with a favourable response. Without entering into any minute examination of the terms of the treaty of 1799, Her Majesty's Government recognised in the policy which dictated that settlement a desire to provide for the maintenance of an Indian dynasty in Mysore upon terms which should at once afford a guarantee for the good government of the people and for the security of British rights and interests. Having regard to the antiquity of the Maharaja's family, its long connection with Mysore, and the personal loyalty and attachment to the British Government which the Maharaja had manifested, the British Government desired to maintain that family on the *gadi* in the person of the Maharaja's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the time would allow. But before replacing the people of Mysore, in whose welfare the British Government felt peculiar interest owing to their having so long been under British administration, under the rule of a Native ruler, it was held that it would be necessary both to give the young Chief an education calculated to prepare him for the duties of administration, and also to enter into an agreement with him as to the principles upon which he should rule the country. If at the demise of the Maharaja the young prince should not have attained his majority, the Mysore territory should, it was decided, continue to be governed in his name upon the same principles and under the same regulations as might be then in force.

Maharaja Krishna Raj Wadiar, who had been appointed to be a Knight Grand Commander of the Most Exalted Order of the Star of India, survived only a year after the completion of this arrangement, and died on the 27th

March 1868, at the age of seventy-four. A Proclamation (No. CXXII) was issued acknowledging the succession of Chamrajendra Wadiar, and stating that during his minority the Mysore territory would be administered in his name by the British Government; and that if on his attaining the age of eighteen years he should be found qualified for the discharge of the duties of his position, the government of the country would be entrusted to him, subject to such conditions as might be determined at that time. The Maharaja was accordingly publicly installed by the Commissioner of Mysore on the 23rd September 1868.

Between the date of the settlement of his debts in 1864 and the time of his death in 1868 Maharaja Krishna Raj Wadiar had contracted further liabilities to the amount of 13 lakhs of rupees. These were liquidated from the surplus revenues of Mysore. It had been intended to set apart this surplus as a fund for the support of the relatives and dependents of Maharaja Krishna Raj Wadiar after his death, but this was rendered unnecessary by the continuance of the ruling family in the person of the Maharaja's adopted son.

The account of the one-fifth of the net revenues of Mysore, which had been paid to Maharaja Krishna Raj Wadiar during his lifetime under article 5 of the treaty of 1799, and which had for several years averaged 13 lakhs of rupees per annum, was closed at his death. All the revenues of Mysore were thereafter administered in trust by the British Government, a separate account being kept of the provision made for the support of the Maharaja, his family and dependents, and the unappropriated balances being accumulated for the benefit of the Maharaja and the State of Mysore.

The opportunity afforded by Maharaja Krishna Raj Wadiar's death was taken to revise the overgrown palace establishments, the cost of which was reduced to nearly half its amount. One of the principal items of palace expenditure still consists of the allowances which are paid to the family connections of the Chief. Of these there are three classes, the Arsus or Rajbandhus, who claim a common descent with the ruling family; the Kumars or illegitimate descendants of the Mysore Chiefs; and the Sivachars or blood relations of those with whom illegitimate connections were formed. The stipends of the grandsons and male Arsus are hereditary, and amount to Rupees 1,18,000 per annum: the continuance or lapse of the stipends enjoyed by the others is regulated by a code of rules sanctioned by the Government of India.

In 1877 it was arranged that the lands in the Mysore State occupied by the Madras railway should be held to have been transferred with full jurisdiction, short of sovereignty rights, to the British Government.

On the 5th March 1881, the Maharaja Chamrajendra Wadiar Bahadur attained the age of 18 years; and on the 25th of the same month the rendition of Mysore to native rule was effected by the installation of the young Chief as Maharaja of Mysore under the following Proclamation (No. CXXIII) of the Viceroy and Governor-General of India in Council :—

"Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced, by proclamation to the Chiefs and people in Mysore, that His Highness Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja Krishna Raj Wadiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Krishna Raj Wadiar and as Maharaja of the Mysore territories, and declared that when His Highness should attain the age of eighteen years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time;

"Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wadiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State.

"And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined."

The Maharaja at the same time signed a Sanad or Instrument of Transfer (No. CXXIV) describing in twenty-four articles the conditions upon which the administration of the Mysore State was transferred to him by the British Government. By the fifth article the subsidy of twenty-five lakhs of rupees a year hitherto paid to the British Government by Mysore was enhanced to thirty-five lakhs.

On the 5th of April 1881, the Maharaja signed a Deed of Assignment (No. CXXV), making over (with effect from the date of his accession, *viz.*, the 25th March 1881) free of charge, to the exclusive management of the British

Government, for the purposes stated in article 9 of the Instrument of Transfer, all lands forming the Civil and Military Station of Bangalore, and certain adjacent villages, as described in the schedule attached to the Deed of Assignment. The Maharaja renounced all jurisdiction in the lands so assigned. Their area is about 12½ square miles, with a population, according to the census of 1891, of 100,081. The Island of Seringapatam, which hitherto had formed a part of British India, though leased to the Government of Mysore since 1811 for Rupees 50,000 a year, was at the same time made over to Mysore by free grant.

In 1881 the Government of India, in consideration of the financial position of the Mysore State, remitted for a period of five years, *i.e.*, till the 1st April 1886, the enhanced subsidy due under the Instrument of Transfer. The remission was afterwards extended for a further period of ten years, that is, till the 1st April 1896. In 1885 the Government of India relinquished, on similar grounds, their claims to the accumulated surplus revenues of the Bangalore Assigned Tract, which were then deposited in the treasury.

From the date of the rendition the Chief Commissioner of Mysore became Resident in Mysore and Chief Commissioner of Coorg (*see* Coorg). He is invested with the powers of a Local Government and of a High Court in respect of the Bangalore Assigned Tract.

The first Diwan of Mysore was Rangacharulu, who had previously been a Secretary to the Chief Commissioner. He instituted in the State the Representative Assembly, which met for the first time in 1881. It is composed of raiyats, merchants, planters and others selected by the local officers of the government as representatives of their classes. The assembly consists approximately of 350 members who meet annually at Mysore on the occasion of the Dasahara, when the proceedings of the Government and the progress of the State during the past year are reviewed by the Diwan in an address resembling the annual administration report of a British Indian province.

Diwan Rangacharulu died in January 1883, and was succeeded as Diwan by Kumarapuram Sheshadri Aiyar, the present Diwan, who is a Companion of the Order of the Star of India.

The Maharaja's eldest son, Krishna Raj Wadiar (Yuvaraja Bahadur), was born in June 1884. He has besides six other children—one son, named Narsimha Raj Wadiar, born in the year 1888, two sons born in 1890 and 1892, respectively, and three daughters.

During the famine which visited the country from 1877 to 1879 the Government of India advanced to the Mysore Government a sum of 80 lakhs of rupees to be expended on famine relief. The loan bore interest at 5 per cent., but the Government of India agreed to credit 1 per cent. of the interest to a sinking fund which would liquidate the loan in 28 years.

In 1882, with the sanction of the Government of India, the Darbar raised in India a loan of 20 lakhs of rupees for railway purposes.

In 1884 the Darbar asked the Government of India to assist them in extending the Mysore State Railway from Gubbi to Harihar, to join the Southern Mahratta line. It was estimated that the cost of the extension would require a capital of 80 lakhs, and as the Darbar represented that the finances of the State did not admit of the work being carried out without extraneous aid, the Government of India were asked to postpone the payment of the subsidy as enhanced by the 5th article of the Instrument of Transfer till after the liquidation of the debt due by the State.

The Government of India agreed, as has been stated, to forego for a further period of ten years, *i.e.*, till the 1st April 1896, the enhancement of the subsidy from 25 to 35 lakhs, and suggested for the Darbar's acceptance a scheme for the hypothecation of the Mysore State Railway to the Southern Mahratta Railway Company. The proposals were eventually accepted by the Darbar, and on the 1st April 1886 the Mysore State Railway was transferred for a term of 50 years to the Company, being however redeemable by the Mysore State at certain periods during the currency of the contract. In consideration of the transfer the Southern Mahratta Railway Company paid to Mysore, through the Secretary of State, a sum of Rupees 68,60,508, which represented the capital cost of the Mysore line then open. This sum was credited to Mysore in reduction of the famine loan of 80 lakhs, which was thus fully paid off in January 1889. The extension of the Railway to Harihar was carried out, and the railway line declared open by the Maharaja in person on the 5th August 1889. A line from Mysore to Nanjangod was completed in 1891, and another from Bangalore to Hindupur, which will meet a branch of the Southern Mahratta system from the north, is at present under construction. The Government of India have also sanctioned the construction of a line from the Kolar Road Station on the Madras Railway to the Kolar Gold Mines.

The Imperial postal department took charge of all postal arrangements in the State on the 1st April 1889. The result has been a substantial financial gain to Mysore.

Mysore, inclusive of the Bangalore Assigned Tract, has an area of 27,936½ square miles, with a population (according to the census of 1891) of 4,943,604. For the year 1891-92 the gross revenue of the State exclusive of the Assigned Tract was estimated at Rupees 1,49,19,028. Up to 1891 the Maharaja's civil list amounted to 13 lakhs of rupees annually. In that year this sum was increased to 14 lakhs, and further relief was afforded to His Highness's private income by the transfer from the civil list to State revenues of certain charges aggregating Rupees 88,000 a year.

At the rendition of the State the Mysore military force consisted of three regiments of (Silahdar) horse of a total strength of 1,000, and three regiments of (Barr) infantry aggregating 2,000 men. In 1891 the strength of the force was shown as 1,180 cavalry and 2,250 infantry, with 10 guns and 25 artillerymen. Of these forces, the Darbar has placed two regiments of Silahdar cavalry, each 600 strong, at the disposal of the Government of India for Imperial Service.

The Maharaja is entitled to a salute of 21 guns.

No. CXI.

Articles of a Firmaund granted by the Nawab Hyder Ali Khan Bahadoor—1763.

The Nawab Hyder Ali Khan's seal.

Article 1.

The Honourable English Company have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon; and they may enclose their compound with a wall of stone and mud, without any guns. The ground allotted them shall be rent-free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

Article 2.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European or other nation besides them have leave to purchase pepper within these districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

Article 3.

The Honourable English Company have free liberty to export annually from Mangalore three hundred corge of rice for the service of Tellicherry, exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

Article 4.

Whereas several Onore merchants are largely indebted to the Honourable Company, the killadar, etc., officers must assist the English in recovering their just demands; and provided any merchants in future should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they clear their debts.

Article 5.

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent. customs on the sales; except horses, wet and dry dates, sugar, kishmisses, cocoanuts, copra, tobacco, munchustry, opium, cotton,

salt, brimstone, and camphor: these fourteen articles are to pay the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export without paying any customs on them, on showing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE 6.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nawab's killadars, etc., officers and people shall assist in saving the goods, stores, etc., which shall be all returned to the English.

ARTICLE 7.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for vessels, they must apply for leave to cut them.

ARTICLE 8.

No grabs, gallivafs, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE 9.

The English will not assist the enemies of the Nawab; nor, on the other hand, shall the Nawab afford any assistance to the enemies of the English.

ARTICLE 10.

The killadars and officers of the Nawab shall always show the English and their servants a due respect everywhere, and at all times be ready to assist them.

Signed by the NAWAB.

Bednure, the 10th of Mojee, 1176,
or the 27th of May Anno Domini 1763.

No. CXII.

GRANT from HYDER ALI KHAN, BAHADOOR, dated the 23rd February 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable United English East India Company,

do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardemums, from the Malabar frontier to the northward to the Samorine's dominions, including them; and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday the day and year above written.

No. CXIII.

Treaty with Hyder Ali—1769.

A Treaty of Perpetual Friendship and Peace, made and concluded between the Governor and Council of Fort St. George, in behalf of the Honourable English East India Company, for all their possessions, and for the Carnatic Payen Ghat, on the one part; and the Nawab Hyder Ali Khan Bahadoor, for the country of Mysore Hyder Nagur, and his other possessions, on the other part; on the following conditions:

Article 1.

That all hostilities shall immediately cease on the conclusion of this Treaty, which is to be perpetual, or as long as the Company may exist; that peace and friendship shall take place between the contracting parties (particularly including therein the Rajah of Tanjore, the Malabar Ram Rajah, and Morari Rao, who are friends and allies to the Carnatic Payen Ghat), also all others, the friends and allies of the contracting parties, provided they do not become the aggressors against either of them; but if they are aggressors they are not to be assisted by either party.

Article 2.

That in case either of the contracting parties shall be attacked, they shall, from their respective countries, mutually assist each other to drive the enemy out. The pay of such assistance of troops, from one party to another, to be after the following rates, *viz.*, to every soldier and horseman fifteen Rupees per month, and every sepoy seven and a half Rupees per month: the pay of the Sirdars and Commandants to be as it shall be agreed on at the time.

ARTICLE 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are included in this Treaty of friendship: and the Nawab Hyder Ali Khan Bahadoor engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in trade, in the same manner as they before held them; moreover, to release all the Sirdars, Europeans, sepoys, etc., who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bombay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal-wood and pepper, etc., articles of trade. And as there is now established between the contracting parties (the Company and the Nawab Hyder Ali Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nawab a Treaty to the same purport as this, respecting the affairs of the said place, etc., and all the factories on that side. With regard to the ships, etc., which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mutually forgiven, and no claim or demand on any account made for them hereafter.

ARTICLE 4.

The above Nawab engages that all the officers, Europeans and sepoys belonging to the Presidency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them; also all the Sirdars and people belonging to the Carnatic Payen Ghat, who may have been taken in this war, shall likewise be released; the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engage and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many cannon-shot, powder, ball, and muskets, the Nawab Hyder Ali Khan engages that the said Company shall have permission to bring away the same, without any let or molestation being given them therein; and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nawab.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, and the Carnatic Payen Ghat, in Fort St. George, this 3rd day of April, in the year of the Christian era 1769; and the said Nawab Hyder Ali Khan Bahadoor, at his camp at Mădavaram, the 25th day of the Moon Teckyd, in the year of the Hegira 1182.

No. CXIV.

Treaty with Hyder Ali—1770.

Articles for a Treaty of Peace and firm Friendship between the Honourable Thomas Hodges, Esquire, President and Governor, and the Council of Bombay, in behalf of the Honourable United English East India Company, on the one part, and the Nawab Hyder Ali Khan Bahadoor, etc., Titles, for the countries of Mysore, Hyder Nugur, and Soondah, on the other part.

Article 1.

That agreeable to the third Article of the Treaty of peace concluded between the Honourable the President and Council of Madras and the Nawab Hyder Ali Khan Bahadoor, there be, from this day, a firm peace and friendship between the Honourable English East India Company and the said Nawab, and their successors to continue for ever.

Article 2.

That the Honourable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall: and the ground allotted them shall be rent-free. They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at Carwar; and the Nawab promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honourable Company at the same price as they may purchase this article at Onore.

Article 3.

That the Honourable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nawab's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honourable Company choose to be made good in guns, muskets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money.

Article 4.

That the Honourable Company shall have free liberty to export from Mangalore, or other ports of the Nawab's dominions, whatever rice they may

want for Tellicherry or Bombay; three hundred corges of which is, as usual, to be free of the duty called adlamy.

ARTICLE 5.

That the English shall have free liberty of trading in the several ports of the Nawab's dominions on the Malabar coast, paying customs at the rate of one and a half per cent. on the sale of all goods; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver nor on any articles for the immediate use and consumption of the English, their servants, and dependants.

ARTICLE 6.

The Nawab obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same on the debts being fully proved to his satisfaction.

ARTICLE 7.

That the Honourable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank at Onore, Mangalore, or any other ports of the Nawab's country, teak excepted.

ARTICLE 8.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in without hindrance or molestation.

ARTICLE 9.

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his killadars, officers, and subjects are to assist them that their goods may be saved and delivered to the proprietors.

ARTICLE 10.

That the said Nawab shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nawab; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*—

The commission officers to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party who assist:—

Each European soldier	15	Rupees per month.
Each Sepoy	7½	„ „

ARTICLE 11.

Should at any time disputes arise between the servants of the English factories and the Nawab's subjects, servants, or dependants, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nawab's people to his killadars, hummuldars, etc., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honourable Company's protection.

ARTICLE 12.

That the said Nawab shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country powers.

ARTICLE 13.

The said Nawab hereby ratifies and confirms the grant which he executed in February 1766, and delivered to Messrs. Sparks and Townsend, relative to the privileges and immunities the Honourable Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein in their utmost extent.

In witness of all which the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, in Bombay Castle, this 8th day of August, in the year of the Christian era, 1770, and the said Nawab Hyder Ali Khan Bahadoor.

No. CXV.

TREATY of 28th October 1782 for the restoration of the Hindoo dynasty of MYSORE.

By virtue of powers delegated to me by the Right Honourable George Lord Macartney, K.B., etc., etc., etc., President and Governor and Select Committee of Fort St. George, bearing date the 27th day of September in the year of our Lord 1782, I am authorized to negociate and conclude an agreement with Her Excellency the Rana of Mysore, subject to the approbation of the Governor-General and Council.

I do therefore hereby solemnly engage on the part of the said Right Honourable George Lord Macartney, President and Governor and Select Committee, that all and every the Articles of agreement annexed, authenticated by the Rev. Mr. Swartz, and interchanged with Trimulrow, the Agent of Her Excellency the said Rana, and with me as representative of the Honourable Company, at Tanjore on this 28th day of October in the year of our Lord 1782, shall be received and acknowledged as the basis of a Treaty of amity and alliance between the said Honourable Company and the said Rana, subject to the before recited condition. And I do hereby solemnly engage that all and every the Articles annexed shall stand inviolably as the fixed and unalterable terms of the said Treaty, unless by mutual consent of the said Rana or Her Representatives, and the Representatives of the Honourable Company, it may hereafter be deemed expedient to amend and alter them.

In witness whereof, in the presence of Almighty God, I have hereunto affixed the seal of the Honourable Company, and have also subscribed my signature this 28th day of October in the year of our Lord 1782.

L. S.
Camp.

Signed and sealed in the presence of

(Sd.) C. T. Swartz.

(Sd.) John Sullivan,
Resident, etc.

„ J. C. Hippesley,
Assistant, etc.

Articles of Agreement concluded by Mr. Sullivan with the Rana of Mysore.

Hyder Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatam. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the countries Hyder has taken from him, we will enter into the following conditions :—

1st.—We will pay to the Company three lakhs of Kandirayen Pagodas as

The English Company are well acquainted with the usurpation of Hyder Ali and the misfortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was. They are willing to assist with their troops in reducing Hyder Ali, and in re-establishing the Rajah in his hereditary dominions upon the conditions proposed in the first, second, third, and fourth Articles.

soon as their troops shall have driven the enemy out of the Coimbatour, etc., countries on this side of the mountains.

2nd.—As soon as the English troops shall have ascended the Balaghat and possessed themselves of the forts of Ardmelli or Viseyburam we will pay the further sum of one lakh of Pagodas.

3rd.—Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, will pay another lakh of Pagodas, and

4th.—Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas.

5th.—We will engage further that from the day our Rana or whoever she may adopt shall be proclaimed in Seringapatam, the sum of five lakhs of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a jaghire to the annual value of one lakh of Pagodas shall be assigned to the Company, in whatever part of the said dominions they may think proper, upon the following conditions:—

6th.—That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of European soldiers, and of European artillery, with all the officers, guns, stores, etc., field and garrison equipage usually attached to such an army, in the same manner as given to the Rajah of Tanjore.

7th.—That the Company shall not interfere in the management of the country nor in the arrangements for the peshcush and chout; that the killadars, amuldar, and other officers who may be appointed by the Rana for the management of the country shall be

5th and *6th.*—The Company will undertake to protect the government of Mysore, and will maintain an army in that country; but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay whatever the charges of such an army may exceed the sum of five lakhs of Pagodas.

7th.—The amount of the former peshcush from Mysore to the Mogul as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's treasury, to be by them accounted for to the Mogul's officer and to the

employed, and none others in the collections; and that they shall be supported by the Company's troops in the execution of their office; and further that the Company shall not interfere in the business of the polygars.

Mahrattas. If by their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peshcush and chout, the amount of those charges will be held by the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forts, or in the augmentation of the military force for the defence and protection of Mysore. The Company will not interfere in the business of the polygars in the collection of the revenue, or in the nomination of kiladars, etc., but will support and assist all officers who may be appointed by the government of Mysore, provided the stipulated payments are regularly made by the government, and provided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement.

8th.—That the Company will order to be delivered over to us whatever jewels, treasure, elephants, horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, etc., or that may be taken in the field.

8th.—According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops: a compromise is often made on such occasions, whereby the army relinquish their claim for a specific sum of money; the Company will recommend this measure to their officers.

9th.—That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns, &c., shall be delivered over to the Rana's officers.

9th.—As the Company are already engaged as principals in a war against Hyder Ali, they cannot agree to this article. They will however shew particular regard to

the interest of the Mysore government in this and every other instance.

10th.—That Seringapatam being a place of religious worship, no troops shall be stationed within the walls of that place except in time of actual war.

10th.—It must be left to the Company to determine in what places garrisons shall be placed, what forts shall be kept up, and what shall be destroyed.

11th.—That the Rana shall be at liberty to station sebundees and polygars in such places as may be necessary for the security of the revenue and the protection of the inhabitants.

11th.—Admitted.

12th.—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us and all the people who may join with us under their protection, and continue the same to us and our family for ever. And further they must engage to pay back whatever money may be advanced them on account of our Rana for the purposes before mentioned.

12th.—The Company will comply with this Article in all its extent, as well in regard to the protection of persons as to the reimbursement of money.

13th.—The Governor and Council of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed.

13th.—(*Vide* Note at the end). General Coote is now invested with full powers from the Company, his cowle will be sufficient for the present. A Sunnud from the Supreme Government of Bengal will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

14th.—As there is no reason to hope that the revenues of a country exhausted by a distant war could afford a larger subsidy than five lakhs of Pagodas for some years; it is therefore further proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the Company

14th.—The Company cannot consent to this proposal in all its extent. Their ally the Soubah of the Deccan has just claims on some of those countries; and the Mahratta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. All

should extend the Mysore Government over all the countries now held by Hyder; in consideration of which we will engage to pay by monthly instalments to the Company the further sum of twenty-three lakhs of Pagodas for the expenses of the war. And from the time that peace shall be re-established and the Mysore authority acknowledged throughout the dominions now held by Hyder Naig, we will pay annually to the Company the sum of twelve lakhs of Pagodas, and moreover assign to them in perpetuity a jaghire to the yearly value of five lakhs of Pagodas, in whatever part of the said dominions they may think best. In consideration of which the Company must maintain an army for the protection and defence of those countries.

15th.—Whatever countries may have been taken by Hyder Naig from the Governments of Hyderabad or Poonah or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments; but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for. The Articles of peshcush and chout must be left to the decision of our Rana, to whose consideration we will recommend them.

16th.—We cannot consent to the restoration of Gooty. Our Rana has received particular injuries from Morarow, and besides there is a debt of thirty lakhs of Rupees which is justly due from him to the late Rajah of Mysore.

the conquests therefore made by Hyder Ali from the Soubah and the Mahrattas must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countries as they may think proper. The peshcush and chout formerly paid from the other countries, which may be recovered from Hyder Ali and given up to the Rana of Mysore, must be regularly paid to the Company in the same manner and for the same purposes as has been expressed relative to the peshcush and chout from Mysore. The stipulated payments must be regularly paid, and twelve months' provision must be constantly kept in every garrison, as has been before expressed.

With those exceptions the Company will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed.

15th.—The Company will consent to make a deduction from the Mysore payments in the proportion as the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore.

16th.—The Company will reserve to themselves the liberty of reinstating the family of Morarow in the country of Gooty.

A true translation of the annexed Articles, written in the Malabar language.

(Sd.) C. T. SWARTZ.

I agree to all the Articles of the Company except these three points: Gooty is not to be delivered to its former possessor; in Seringapatam we will have no garrison; nothing but what belonged to the hereditary dominions of the Nizam and the Mahrattas shall be given over to them.

(*Vide* 13th Article.) The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as before expressed.

The foregoing Articles, etc., were drawn up previous to the definitive orders of the Presidency of Madras, bearing date the 27th September 1782.

(Sd.) JOHN SULLIVAN,
Resident, etc.

A true translation.

L. S.

(Sd.) C. T. SWARTZ.
„ TRIMULROW, etc.

No. CXVI.

Treaty of Peace with the Nawab Tippoo Sultan Bahadoor, 1784.

Treaty of Perpetual Peace and Friendship between the Honourable the English East India Company and the Nawab Tippoo Sultan Bahadoor, on his own behalf, for the countries of Seringapatam, Hyder Nagur, etc., and all his other possessions, settled by Anthony Sadlier, George Leonard Staunton, and John Hudleston, Esquires, on behalf of the Honourable English East India Company, for all their possessions and for the Carnatic Payen Ghat, by virtue of powers delegated to the Honourable the President and Select Committee of Fort St. George for that purpose, by the Honourable the Governor-General and Council appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honourable English East India Company in India, and by the said Nawab, agreeable to the following Articles, which are to be strictly and invariably observed, as long as the sun and moon shall last, by both parties; that is to say, by the English Company and the three Governments of Bengal, Madras and Bombay, and the Nawab Tippoo Sultan Bahadoor.

Article 1.

Peace and friendship shall immediately take place between the said Company and the Nawab Tippoo Sultan Bahadoor and their friends and allies, particularly including therein the Rajahs of Tanjore and Travancore, who are friends and allies to the English and the Carnatic Payen Ghat, also Tippoo Sultan's friends and allies. The Beebee of Cannanore and the Rajahs or zemidars of the Malabar coast are included in this Treaty. The English

will not directly or indirectly assist the enemies of the Nawab Tippoo Sultan Bahadoor, nor make war upon his friends or allies; and the Nawab Tippoo Sultan Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English.

ARTICLE 2.

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorgur and Satgur excepted: and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native; and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nawab will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered: in particular Abdul Wahab Khan, taken at Chitoor, and his family, shall be immediately released, and if willing to return to the Carnatic shall be allowed to do so. If any person or persons belonging to the said Nawab, and taken by the Company in the late war, be now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately released, and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Boswapa, late amuldar of Palicacherry, shall be released and set at liberty to depart.

ARTICLE 3.

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar, and Sadashevagar, and forts or places adjoining thereto, and send a ship or ships to bring away the garrisons. The Nawab Tippoo Sultan Bahadoor will cause the troops in those places to be supplied with provisions and any other necessary assistance for their voyage to Bombay (they paying for the same). The Commissioners will likewise give at the same time written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam; and immediately after the release and delivery of the prisoners, as before mentioned, the fort and district of Dindigul shall be evacuated and restored to the Nawab Tippoo Sultan Bahadoor, and none of the troops of the Company shall afterwards remain in the country of the Nawab Tippoo Sultan Bahadoor.

ARTICLE 4.

As soon as all the prisoners are released and delivered, the fort and district of Cannanore shall be evacuated and restored to Ali Rajah Biby, the Queen of that country, in the presence of any one person without troops, whom the Nawab Tippoo Sultan Bahadoor may appoint for that purpose: and at the same time that the orders are given for the evacuation and delivery of the forts of Cannanore and Dindigul, the said Nawab shall give written orders for the evacuation and delivery of Amboorgur and Satgur to the English; and in the meantime none of the troops of the said Nawab shall be left in any part of the Carnatic except in the two forts above mentioned.

ARTICLE 5.

After the conclusion of this Treaty the Nawab Tippoo Sultan Bahadoor will make no claim whatever in future on the Carnatic.

ARTICLE 6.

All persons whatsoever who have been taken and carried away from the Carnatic Payen Ghat (which includes Tanjore) by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, or by the Nawab Tippoo Sultan Bahadoor, or otherwise belonging to the Carnatic, and now in the Nawab Tippoo Sultan Bahadoor's dominions and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves; and all persons belonging to the Vencatacherry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor, and to the Rajah of Vencatacherry shall be delivered to the Nawab Tippoo Sultan's ministers; and the Nawab will cause the contents of this Article to be publicly notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Bahadoor, as a testimony and proof of his freindship to the English, agrees that the Rajahs or zemindars on this coast who have favored the English in the late war shall not be molested on that account.

ARTICLE 8.

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, and particularly stipulated and specified in the Treaty between the Company and the said Nawab concluded the 8th of August 1770.

ARTICLE 9.

The Nawab Tippoo Sultan Bahadoor shall restore the factory and pri-

vileges possessed by the English at Calicut until the year 1779 (or 1193 Hegira), and shall restore Mount Dilly and its district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10.

This Treaty shall be signed and sealed by the English Commissioners, and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned to the Nawab Tippoo Sultan Bahadoor in one month, or sooner if possible; and the same shall be acknowledged under the hands and seals of the Governor General and Council of Bengal, and the Governor and Select Committee of Bombay, as binding upon all the governments of India; and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible. In testimony whereof the said contracting parties have signed, sealed and interchangeably delivered two instruments, of the same tenor and date; to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Payen Ghat; and the said Nawab Tippoo Sultan Bahadoor, on his own behalf, and the dominions of Seringapatam and Hyder Nugur, etc. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of March and year 1784 of the Christian era, and 16th day of the moon Rubee-ul-sanee, in the year of the Hegira 1198.

TIPPOO SULTAN'S Signature.	(Sd.)	ANTHONY SADLIER.	L. S.
	„	GEORGE LEONARD STAUNTON.	L. S.
	„	JOHN HUDLESTON.	L. S.

No. CXVII.

PRELIMINARY TREATY with TIPPOO SULTAN—February 1792.

COPY of the PRELIMINARY ARTICLES agreed upon and exchanged, dated 22nd February 1792.

ARTICLE 1.

One-half of the dominions which were in possession of Tippoo Sultan

at the commencement of the present war shall be ceded to the allies adjacent to the respective boundaries, and agreeable to their selection.

ARTICLE 2.

Three crores and thirty lakhs of Sicca Rupees shall be paid to the allies, agreeably to the following particulars, etc.

One crore and thirty-five lakhs shall be paid immediately, in Pagodas or gold mohurs, or Rupees, of full weight and standard, or in gold or silver bullion. The remainder one crore and sixty-five lakhs at three instalments, not exceeding four months each, in the three coins before mentioned.

ARTICLE 3.

All subjects of the four several powers who may have been prisoners from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released.

ARTICLE 4.

Until the due performance of the three Articles abovementioned, two of the three eldest sons of Tippoo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place.

ARTICLE 5.

When an agreement containing the Articles above written shall arrive, bearing the seal and signature of Tippoo Sultan, counter agreements shall be sent from the three powers; and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into.

No. CXVIII.

Treaty of Peace with Tippoo Sultan, 1792.

Definitive Treaty of Perpetual Friendship for the adjustment of affairs between the Honourable English East India Company, the Nawab Ausuph Jah Bahadur and Rao Pundit Prudhan Bahadoor, and Tippoo Sultan, in virtue of the authority of the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor-General, etc., etc., invested with full powers to direct and control all the affairs of the said Company in the East Indies, dependent on the several Presidencies of Bengal, Madras, and Bombay, and of the Nawab Azim-ool-Omrah Bahadoor possessing full powers on the part of the Nawab Ausuph Jah Bahadoor, and Hurry Ram Pundit Tantea Bahadoor possessing equal powers on the part of Rao Pundit Prudhan Bahadoor, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rajeb, 1206 of the Hegira; by Sir John Kennaway, Baronet, on the part of the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, etc.; and Meer Aulum Bahadoor, on the part of the Nawab Azim-ool-Omrah Bahadoor; and Buckajee Pundit, on the part of Hurry Ram Pundit Tantea Bahadoor, on one part: and by Gholaum Ali Khan Bahadoor, and Ali Rheza Khan, on behalf of Tippoo Sultan, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them be invariably observed by the contracting parties.

Article 1.

The friendship subsisting between the Honourable Company and the

Circars of Tippoo Sultan, agreeably to former Treaties, the first with the late Nawab Hyder Ali Khan, bearing date 8th August 1770, and the other with Tippoo Sultan, of the 11th of March 1784, is hereby confirmed and increased, and the Articles of the two former Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted: and the eighth Article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 18th of the month Rubbee-ul-sanee, 1198 Hegira, confirming all the privileges and immunities of trade which the deceased Nawab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792, corresponding with the 28th of the month Jemmadee-ul-sanee 1206 Hegira, it is written, "until the due performance of the three foregoing Articles" (the first Article stipulating the cession of half the country; the second, the immediate payment of half the sum of money agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present instrument; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount, to be paid immediately, at such places on the boundaries of the allies as shall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

ARTICLE 3.

By the first Article of the preliminary Treaty it is agreed that one-half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies agreeably to their respective shares, is hereunto subjoined and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Calcut, 63 Talooks . . .	...	8,48,765 5 4¼	
Paulgautchery	...	88,000 0 0	
Dindigul and Pulnavier Pakshy, 2 Talooks	...	90,000 0 0	
Salem	...	24,000 0 0	
Koork	...	8,000 0 0	
Namuel	...	16,000 0 0	
Sunkagurry	...	40,000 0 0	
Barrah Mohul, 9 Talooks, *viz.*—			
Barrah Mohul . . .	64,000 0 0		
Caveriputtun	10,000 0 0		
Verbudurdroog . . .	8,000 0 0		
Raycottah	8,000 0 0		
Kangoondie	6,000 0 0		
Durampoory	8,000 0 0		
Pinnagurh	10,000 0 0		
Tingrycottah	12,000 0 0		
Caveripoor	8,000 0 0		
		1,34,000 0 0	
Attoor Anuntgurry . . .	...	18,000 0 0	
Purmutty	...	14,000 0 0	
Shadmungal	...	20,000 0 0	
Vainloor	...	16,000 0 0	
			13,16,765 5 4¼

Districts ceded to the Nawab Ausuph Jah Bahadoor.

Talook Kurpah, 61 Talooks				
The Daab, 15 do.		16,48,099 3 2		
Deduct as follows:				
In the Peishwa's share . .	13,06,666 6 10			
Remains with Tippoo Sultan Anagoondy .	60,101 0 0			
		13,66,767 6 10		
Remains to the Nawab Ausuph Jah		...	2,81,331 6 8	
Banyaupilly and Churchinnulla, 2 Talooks		...	41,804 9 8	
Singputtum and Chilwara . .		...	20,000 0 0	
Onak		...	20,000 0 0	
Hanwuntgoond		...	15,000 0 0	
Wimpelly-vemla. . . .		...	12,565 0 0	
Mouka		...	12,162 6 14	
In Gooty 4 Talooks, *viz.*,				
Tarputry		19,055 0 4		
Tannorry		13,072 8 0		
Velanoor		8,800 0 0		
Singemmully . . .		10,855 0 0		
			51,782 8 0	

District ceded to Nawab Ausuph Jah Bahadur—contd.

	C. Pagodas F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Beswapoor	...	5,000 0 0	
Bulkarykoor, etc., 2 Talooks .	35,000 0 0		
Deduct:			
Remains with Tippoo Sultan 2 Talooks, Koorkoor and Dummoor . . .	12,000 0 0		
Remains to the Nawab Ausuph Jah	...	23,000 0 0	
In Koorkoor	...	370 2 5	
			13,16,666 6 11

Districts ceded to Rao Pundit Prudhan Bahadoor.

The Doal, 15 Talooks . .			...		16,48,099 3 2	
Deduct:						
Remains with Tippoo Sultan . Anagoody, 1 Talook . .			60,101 0 0			
In the share of the Nawab Ausuph Jah.						
Koopul, 8 Talooks	1,06,137	3 9				
Kuichghurry, 1 Talook . .	79,100	0 0				
In Gujunderghur .	96,094	2 15				
			2,81,331	6 8		
					3,41,432	6 8
Remains to Rao Pundit Prudhan, *viz.*, Dauwar, 8 Talooks . .			1,31,536	8 $5\frac{1}{8}$		
Hawanoor, 2 do . .			30,604	3 2		
Dunnoor			15,394	66 $0\frac{1}{4}$		
Baukapoor, 16 Talooks . .			2,50,426	6 $7\frac{1}{4}$		
Serhutty, 4 do. . .			64,843	7 10		
Kelore, 11 do. . .			1,43,397	4 3		
Gudduck, 4 do. . .			45,297	1 $9\frac{1}{2}$		
Jalahul, 5 do. . .			73,185	0 14		
Dummul, 4 do. . .			49,196	5 12		
Shunore, 26 do. . .			3,40,946	7 13		
Saulgurry Soudunty . . .			1,48,953	8 0		
In Gujunderghur 8 Talooks .	1,01,977	9 $5\frac{1}{2}$				
Deduct in the share of the Nawab Ausuph Jah . .	96,094	2 15				
			5,883	6 $7\frac{1}{2}$		
					13,06,666	6 10
Remains to Rao Pundit, Prudhan from Gooty Sundoor . .			...		10,000 0 0	
						13,16,666 6 10
GRAND TOTAL C. PAGODAS .			...		...	39,50,098 8 $9\frac{1}{4}$

ARTICLE 4.

Whatever part of Namuel, Sunkagurry, Salem Caveripoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Cavery, or if there should be any other talooks or villages of talooks situated as above described, they shall belong to the said Company and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them; and if of the above districts there shall be any talooks or villages of talooks situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil or demand for outstanding balances: and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up; and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, etc., and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, etc., being removed.

ARTICLE 6.

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan.

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippoo Sultan, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE 8.

The polygars and zemindars of this country, who in the course of the

present war have attached themselves and been serviceable to the allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be delivered by Tippoo Sultan, bearing his seal and signature, accompanied by three Schedules, also under the seal and signature of the said Tippoo Sultan, specifying the detail of the countries ceded to the three powers, one to the said Company with the Schedule, one to the said Nawab Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be delivered to the said Tippoo Sultan by the allies, that is to say, one counterpart with the Schedule on the part of the said Company, bearing the seal and signature of the said Earl Cornwallis; one with the Schedule on the part of the said Nawab Ausuph Jah Bahadoor, bearing the seal and signature of the said Nawab and of Azim-ool-Oomrah Bahadoor; and one with the Schedule on the part of the said Rao Pundit Prudhan Bahadoor, bearing the seal of the said Rao Pundit Prudhan Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18th day of March 1792.

(Sd.) CORNWALLIS. Seal.

Jummabundy of the Countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Rajeb, 1206 Hegira.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Talooks appertaining to Calicut. 63 Talooks, viz.—			
Talook Curba Calcut, 3 Talooks—			
Curba	38,236 8 0		
Ramnagr	8,071 7 12		
Purrupnagr	8,863 3 0		
Talook Goorumuny, 7 Talooks—			
Curba	12,725 0 4		
Kolecaut	12,957 3 5		
Paynayr	17,630 5 14		
Purmulla	17,015 9 0		

Jummabundy of the Countries, etc.—contd.

	C. Pagodas. F. C.	C. Pagodas. F.C.	C. Pagodas. F.C.
Talook Goorumuny, 7 Talooks—*contd.*			
Kulkumra	12,513 8 3		
Wurkumra	10,535 7 2		
Poelwaye	11,564 8 8		
		94,943 2 14	
Talook Petudnagr, 10 Talooks—			
Curba	14,736 1 14½		
Mylatoor	12,192 4 15		
Augarypoor	13,615 4 5		
Kulkumdela	9,641 3 4½		
Shumayr	10,982 9 11		
Poontanny	14,073 7 5		
Kootay	8,159 4 5		
Wurmayrgur	6,386 2 14		
Kaaput	5,480 1 4		
Wy Kittycote	16,701 7 10		
Talook Warutnagr, 4 Talooks—			
Curba	13,515 0 4¼		
Mullpoor	6,608 7 6		
Moreypoor	11,117 3 2		
Wullu Carycote	10,130 0 0		
		41,371 0 12¼	
Talook Shaudgur, 11 Talooks—			
Curba	12,954 0 8¼		
Wunnurg Kullyparah	12,466 2 9		
Kalkynagr	12,445 6 6		
Kolekathynagr	10,549 9 2		
Korungeloor	7,117 9 14½		
Suluge	7,567 6 14		
Turunganayr	13,584 2 6		
Hadnallekdush	13,916 7 0		
Kurumputa	6,700 0 0		
Turlatta	10,394 5 15		
Kowulparah	8,328 8 9½		
		1,16,025 9 4	
Talook Eoweynayr, 2 Talooks—			
Curba	11,430 3 4¼		
Kullaye	4,470 4 3¼		
		15,900 7 7½	
Talook Cherkul, 5 Talooks—			
Curba	21,173 0 6½		
Putton	19,499 3 2¼		
Runditsera	13,137 8 1		
Gowage	12,176 0 10½		
Murrage	14,486 3 6		
		80,472 5 10¾	
Talook Cote Augria, 3 Talooks—			
Cusba Kudroor	14,518 7 2¾		
Putchy	12,654 0 5		
Cootyary	12,828 5 3		
		40,001 2 10¾	

Jummabundy of the Countries, etc.—contd.

	C. Pagodas. F. C.	C. Pagodas. F.C.	C. Pagodas. F.C.
Talook Kurupnayr, 3 Talooks—			
Cusba Kootupoor . . .	18.777 5 9⅓		
Yergurah	13,192 3 15¼		
Kawal	18,139 0 5⅓		
		50,108 9 14¾	
Talook Caniancor, 1 Talook .	.....	30,000 0 0	
Talook Coohy, 14 Talooks—			
Toorshmerow	10,000 0 0		
Mukuntpoor	10,000 0 0		
Cotcherry	7,000 0 0		
Animagull	6,000 0 0		
Tulpooly	7,000 0 0		
Moloorkurra	5,000 0 0		
Chalkurra	5,000 0 0		
Oiloornumaary	10,000 0 0		
Chittoor Tutmungul . . .	20,000 0 0		
Alunggaar	4,000 0 0		
Paroor	4,000 0 0		
Kootmutnayr	4,000 0 0		
Shaadmungul	4,000 0 0		
		1,00,000 0 0	
Profits on Black Pepper, Mint and Duties on Timber, etc.			
Farm of the Timber Duties . .	30,000 0 0		
Duties on tobacco . . .	2,800 0 0		
Mint	30,000 0 0		
Black Pepper, Cocoanuts, etc. .	50,000 0 0		
		1,12,800 0 0	
			8,48,765 5 4¼
Talook Paulgatcherry . .	.....	.....	88,000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talooks.			
Dindigul	.....	80,000 0 0	
Pulnaveerpuckshy . . .	.....	10,000 0 0	
			90,000 0 0
Selem	.....	.....	24,000 0 0
Koork	.....	.....	8,000 0 0
Namkul	.....	.....	16,000 0 0
Sunkagury	.....	.....	40,000 0 0
Anuntgury	.....	.....	18,000 0 0
Parmutty	.....	.....	14,000 0 0
Vamloor	.....	.....	16,000 0 0
Shadmungul	.....	.....	20,000 0 0
Burrah Mohul, 9 Talooks—			
Burrah Mohul	.....	64,000 0 0	
Caveripoor	.....	8,000 0 0	

Jamabandi of the Countries, etc.—concld.

	C. Pagodas. F. C.	C. Pagodas F. C.	C. Pagodas F. C.
Burrah Mohul, 9 Talooks—contd.			
Caveriputtun	.....	10,000 0 0	
Verbudderdroog . . .	.....	8,000 0 0	
Raycotta	.....	8,000 0 0	
Kungoondy	.....	6,000 0 0	
Darrampoory	.....	8,000 0 0	
Pinnagur	.....	10,000 0 0	
Tingrecolah	.....	12,000 0 0	
			1,34,000 0 0
Canterai Pagodas . . .	.....	.....	13,16,765 5 4¼

The villages of the above-mentioned talooks shall be relinquished and retained on an investigation on the spot.

Dated in Camp, near Seringapatam, this 16th day of March 1792.

No. CXIX.

Subsidiary Treaty with the Rajah of Mysore—1799.

A Treaty of Perpetual Friendship and Alliance concluded on the one part by His Excellency Lieutenant-General George Harris, Commander-in-Chief of the Forces of His Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on behalf and in the name of the Right Honourable Richard, Earl of Mornington, K.P., Governor-General, for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in them for this purpose by the said Richard, Earl of Mornington, Governor-General; and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore.

Whereas it is stipulated in the Treaty concluded on the 22nd of June, 1799, between the Honourable English East India Company Bahadoor and

the Nawab Nizam-ood-dowlah Ausuph Jah Bahadoor, for strengthening the alliance and friendship subsisting between the said English East India Company Bahadoor, His Highness Nizam-ood-dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor, and for effecting a settlement of the territories of the late Tippoo Sultan, that a separate government shall be established in Mysore, and that His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall possess certain territories, specified in Schedule C. annexed to the said Treaty, and that, for the effectual establishment of the government of Mysore, His Highness shall be assisted with a suitable subsidiary force, to be furnished by the English East India Company Bahadoor; wherefore, in order to carry the said stipulations into effect, and to increase and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, this Treaty is concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the said English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid, and by His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, which shall be binding upon the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both.

ARTICLE 2.

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to receive, a military force for the defence and security of His Highness's dominions; in consideration of which protection, His Highness engages to pay the annual sum of seven lakhs of star pagodas to the said East India Company, the said sum to be paid in twelve equal monthly instalments, commencing from the 1st of July Anno Domini 1799. And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company.

ARTICLE 3.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any State or power, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the Governor-General in Council of Fort William, on an attentive consideration of the means of His said High-

ness, to bear a just and reasonable proportion to the actual net revenues of His said Highness.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties, that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor-General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor-General in Council shall signify to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor that it is become necessary to carry into effect the provisions of the fourth Article, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall immediately issue orders to his aumils or other officers either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor. And in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of one lakh of Star Pagodas, together with one-fifth of the net revenues of the whole of the territories ceded to him by the fifth Article of the Treaty of Mysore; which sum of one lakh

of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East India Company engages, at all times and in every possible case, to secure and cause to be paid for His Highness's use.

ARTICLE 6.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity now established between the English Company Bahadoor and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever. And for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor; and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9.

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed that the English East India Company Bahadoor shall be the sole judges of the necessity of any such alterations in the said fortresses: and it is further agreed

that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting parties.

ARTICLE 10.

In case it shall become necessary for enforcing and maintaining the authority and government of His Highness in the territories now subjected to his power, that the regular troops of the English East India Company Bahadoor should be employed, it is stipulated and agreed that, upon formal application being made for the service of the said troops, they shall be employed in such manner as to the said Company shall seem fit; but it is expressly understood by the contracting parties that this stipulation shall not subject the troops of the English East India Company Bahadoor to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point, and to fix the amount of the funds (as soon as the necessary information can be obtained) to be granted for this purpose, in a separate Article, to be hereafter added to this Treaty.

ARTICLE 12.

Lest the garrison of Seringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessaries, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees that such quantities of provisions and other necessaries as may be required for the use and consumption of the troops composing the said garrison shall be allowed to enter the place from all and every part of his dominions free of any duty, tax, or impediment whatever.

ARTICLE 13.

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both Governments, and to conclude a Commercial Treaty for this purpose with as little delay as possible.

ARTICLE 14.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor hereby promises to pay at all times the utmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the

encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people and the mutual welfare of both States.

ARTICLE 15.

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company Bahadoor and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cases they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion.

ARTICLE 16.

This Treaty, consisting of 16 Articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3rd of Suffer, Anno Hegiræ 1214, and to the 7th of the month Assar, of the 1721st year of the Saliwund era), settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency Lieutenant-General George Harris, Commander-in-Chief of the Forces of His Britannic Majesty, and of the Honourable English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, with the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor; the aforesaid gentlemen have delivered to the said Maharajah one copy of the same, in English and Persian, sealed and signed by them, and His Highness Maharajah has delivered to the gentlemen aforesaid another copy, also in Persian and English, bearing his seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to the Maharajah Kishna Rajah Oodiaver. And the aforesaid gentlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Right Honourable the Governor General, on the receipt of which by the said Maharajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Witnessed,

(Sd.) EDWARD GOLDING,
Asstt. Secy.

L. S. Seal of the MAHARAJAH and the

L. S. RANEE's Signature.

L. S. Seal and signature of PURNIA.

No. CXX.

Supplementary Treaty with the Rajah of Mysore, 1803, with reference to the fifteenth Article of the Treaty of Mysore, concluded in 1799.

Supplementary Treaty for adjusting an Exchange of certain Districts between the English East India Company Bahadoor and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore.

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highness; and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bahadoor should be exchanged for other districts of equal value belonging to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore: wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe, Esq., in the name and on behalf of the Most Noble Richard Marquis Wellesley, K.P., Governor General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard Marquis Wellesley, Governor General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

Article 1.

It is agreed and stipulated that the following interchange of districts shall take place between the contracting parties, *viz.*, that the districts belonging to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor contained in Schedule A, hereunto annexed, shall be ceded to the English East India Company Bahadoor, who, in lieu thereof, shall cede to the said Maharajah Bahadoor the districts contained in Schedule B hereunto annexed.

This supplementary Treaty, consisting of one Article, with two Schedules annexed, having been settled and concluded on this 29th day of December Anno Domini 1803, corresponding to the 14th day of Ruzan Anno Hegiræ 1218, and to the 16th day of the month of Poosheam, of the year 1725 of the Solerandan era, at Hurryghur by Josiah Webbe, Esq., with the Maharajah Oodiaver Bahadoor, Mr. Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Mr. Webbe another copy, in Persian and English, bearing His Highness' seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Mr. Webbe has

engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Most Noble the Governor-General, on the receipt of which by the said Maharajah the present supplementary Treaty shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Signed in the Gentoo language. L. S.

Schedule A.

Districts to be ceded by His Highness the Rajah of Mysore to the Honourable Company.

Woodunpatore	...	...	...	5,840	1 4
Era Sawer Seemy	...	...	...	1,300	0 0
Two-thirds of Punganoor		...	...	10,000	0 0
Wynaad	...	...	...	10,000	0 0
Hulhul	...	...	...	2,400	0 0
Part of Goodicotta		...	...	4,907	12 8
		C. Pagodas	...	34,447	13 12

Schedule B.

Districts to be ceded by the Honourable Company to His Highness the Rajah of Mysore.

Hoolulkura	...	...	...	11,425	4 8
Mycondah	...	...	...	12,226	9 4
Hurryghur	...	...	...	10,796	0 0
		C. Pagodas	...	34,447	13 12

No. CXXI.

1807.

ARTICLES explanatory of the THIRD ARTICLE of the TREATY OF MYSORE, concluded in 1799.

ADDITIONAL ARTICLES for modifying and defining the PROVISIONS of the THIRD ARTICLE of the TREATY of MYSORE, settled and concluded between the ENGLISH EAST INDIA COMPANY BAHADOOR and MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is stipulated by the third Article of the Treaty of Mysore that in the event of hostilities, or of preparations for hostilities against any State or power, Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall contribute towards the discharge of the increased expenses thereby incurred a sum to be eventually determined by the Governor-General in Council of Fort William; and whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of horse in peace and war; wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Treaty are now concluded on the one part by Major Mark Wilks in the name and on behalf of the Honourable Sir George Hilaro Barlow, Baronet, Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor-General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that His Highness Maharajah Mysore Kishna Rajah Oodiaver shall be relieved from the pecuniary contribution to which he was liable by the provisions of the third Article of the Treaty of Mysore; in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster a body of (4,000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers, and the rest Silladar horse.

ARTICLE 2.

Such portion of the said body of (4,000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal protection of the country of Mysore, shall be at all times ready to accompany and serve with the Honourable Company's army; and while employed beyond the

territory of Mysore the extra expenses of their maintenance, or batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honourable Company. The extra expense of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the government of Mysore.

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, His Highness the Rajah shall use his utmost endeavours for that purpose; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (4) four Star Pagodas a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4.

Whereas, in conformity to the wish of the Governor-General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajah, from the period of the conclusion of war in the Deccan until this time, it is hereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is hereby absolved from all retrospective claims on that account.

These four additional Articles, which like the original Treaty of Mysore, shall be binding on the contracting parties as long as the sun and moon shall endure, having been settled and concluded on this 29th day of January Anno Domini 1807, corresponding to the 19th of Zilcaad, Anno Hegiræ 1221, and to the 21st day of the month of Pooshe, of the year 1728 of the Shalwan era, at Mysore, by Major Mark Wilks with the Maharajah Kishna Raja Oodiaver Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma, widow of the late Kistna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Major Wilks has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Honourable the Governor-General, on the receipt of which by the Maharajah the present additional Articles shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor and the copy now delivered to the said Maharajah shall be returned.

No. CXXII.

PROCLAMATION.

Dated the 30th March 1868.

His Excellency the Right Hon'ble the Viceroy and Governor-General in Council announces to the Chiefs and people of Mysore the death of His Highness the Maharajah Krisnaraj Wodiar Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

His Highness Chamrajendra Wodiar Bahadoor, at present a minor, the adopted son of the late Maharajah, is acknowledged by the Government of India as his successor and as Maharajah of the Mysore Territories.

During the minority of His Highness, the said territories will be administered in His Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When His Highness shall attain to the period of majority, that is, the age of eighteen years, and if His Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By order of His Excellency the Right Hon'ble the Viceroy and Governor General in Council.

(Sd.) R. TEMPLE,

Offg. Secy. to the Govt. of India.

No. CXXIII.

PROCLAMATION on the installation of CHAMRAJENDRA WODIAR BAHADUR as MAHARAJA of MYSORE, dated the 25th March 1881.

Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced by proclamation to the Chiefs and people in Mysore that His Highness Chamrajendra Wodiar Bahadur, the adopted son of the late Maharaja Kristna Raj Wodiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Kristna Raj Wodiar and as Maharaja of the Mysore territories; and declared that when His Highness should attain the age of 18 years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time :

Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wodiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State.

And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined.

No. CXXIV.

Instrument of Transfer—1881.

Whereas the British Government has now been for a long period in possession of the territories of Mysore and has introduced into the said territories an improved system of administration: And whereas, on the death of the late Maharaja the said Government, being desirous that the said territories should be administered by an Indian dynasty under such restrictions and conditions as might be necessary for ensuring the maintenance of the system of administration so introduced, declared that if Maharaja Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja, should, on attaining the age of eighteen years, be found qualified for the position of ruler of the said territories, the Government thereof should be intrusted to him, subject to such conditions and restrictions as might be thereafter determined: And whereas the said Maharaja Chamrajendra Wadiar Bahadur has now attained the said age of eighteen years and appears to the British Government qualified for the position aforesaid, and is about to be intrusted with the Government of the said territories: And whereas it is expedient to grant to the said Maharaja Chamrajendra Wadiar Bahadur a written Instrument defining the conditions subject to which he will be so intrusted: It is hereby declared as follows:—

1. The Maharaja Chamrajendra Wadiar Bahadur shall, on the twenty-fifth day of March 1881, be placed in possession of the territories of Mysore, and installed in the administration thereof.

2. The said Maharaja Chamrajendra Wadiar Bahadur and those who succeed him in manner hereinafter provided shall be entitled to hold possession of, and administer, the said territories as long as he and they fulfil the conditions hereinafter prescribed.

3. The succession to the administration of the said territories shall devolve upon the lineal descendants of the said Maharaja Chamrajendra Wadiar Bahadur, whether by blood or adoption, according to the rules and usages of his family, except in case of disqualification through manifest unfitness to rule:

Provided that no succession shall be valid until it has been recognized by the Governor-General in Council.

In the event of a failure of lineal descendants, by blood and adoption, of the said Maharaja Chamrajendra Wadiar Bahadur, it shall be within the discretion of the Governor-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.

4. The Maharaja Chamrajendra Wadiar Bahadur and his successors (hereinafter called the Maharaja of Mysore) shall at all times remain faithful in allegiance and subordination to Her Majesty the Queen of Great Britain and Ireland and Empress of India, Her Heirs and Successors, and perform all the duties which in virtue of such allegiance and subordination may be demanded of them.

5. The British Government having undertaken to defend and protect the said territories against all external enemies, and to relieve the Maharaja of Mysore of the obligation to keep troops ready to serve with the British army when required, there shall, in consideration of such undertaking, be paid from the revenues of the said territories to the British Government an annual sum of Government Rupees thirty-five lakhs in two half-yearly instalments, commencing from the said twenty-fifth day of March 1881.

6. From the date of the Mahararja's taking possession of the territories of Mysore, the British sovereignty in the island of Seringapatam shall cease and determine, and the said island shall become part of the said territories, and be held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.

7. The Maharaja of Mysore shall not, without the previous sanction of the Governor-General in Council, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the said territories.

8. The Maharaja of Mysore shall not, without the permission of the Governor-General in Council, import, or permit to be imported, into the said territories, arms, ammunition or military stores, and shall prohibit the manufacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so.

9. The Maharaja of Mysore shall not object to the maintenance or establishment of British cantonments in the said territories whenever and wherever the Governor-General in Council may consider such cantonments necessary. He shall grant free of all charge such land as may be required for such cantonments, and shall renounce all jurisdiction within the lands so granted. He shall carry out in the lands adjoining British cantonments in the said territories such sanitary measures as the Governor-General in Council may declare to be necessary. He shall give every facility for the provision of supplies and articles required for the troops in such cantonments, and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the assent of the British Government.

10. The military force employed in the Mysore State for the maintenance of internal order and the Maharaja's personal dignity, and for any other purposes approved by the Governor-General in Council, shall not exceed the strength which the Governor-General in Council may, from time to time, fix. The directions of the Governor-General in Council in respect to the enlistment, organisation, equipment and drill of troops shall at all times be complied with.

11. The Maharaja of Mysore shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Council.

12. The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous sanction of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.

13. The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India; and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate coinage of the Mysore State, which has long been discontinued, shall not be revived.

14. The Maharaja of Mysore shall grant free of all charge such land as may be required for the construction and working of lines of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to facilitate the construction and working of such lines. All lines of telegraph in the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, by agreement between the British Government and the Maharaja of Mysore, be worked by the British Telegraph Department; and all laws and rules for the time being in force in British India in respect to telegraphs shall apply to such lines of telegraph when so worked.

15. If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja of Mysore shall grant free of all charge such lands as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land; and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories.

16. The Maharaja of Mysore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender a demand may be made by the British Resident in Mysore, or some other officer authorised by him in this behalf; and he shall afford every assistance for the trial of such persons by causing the attendance of witnesses required, and by such other means as may be necessary.

17. Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor-General in Council, and the Mahajara of Mysore shall exercise only such jurisdiction in respect to European British subjects as may from time to time be delegated to him by the Governor-General in Council.

18. The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of prohibiting or limiting the manufacture of salt and opium, and the cultivation of poppy, in Mysore; also in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy-heads.

19. All laws in force and rules having the force of law in the said territories when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession thereof, as shown in the Schedule hereto annexed, shall be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith.

20. No material change in the system of administration, as established when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession of the territories, shall be made without the consent of the Governor-General in Council.

21. All title-deeds granted and all settlements of land-revenue made during the administration of the said territories by the British Government, and in force on the said twenty-fifth day of March 1881, shall be maintained in accordance with the respective terms thereof, except in so far as they may be rescinded or modified either by a competent Court of Law, or with the consent of the Governor-General in Council.

22. The Maharaja of Mysore shall at all times conform to such advice as the Governor-General in Council may offer him with a view to the management of his finances, the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the extension of commerce, the encouragement of trade, agriculture and industry, and any other objects connected with the advancement of His Highness's interests, the happiness of his subjects, and his relations to the British Government.

23. In the event of the breach or non-observance by the Maharaja of Mysore of any of the foregoing conditions, the Governor-General in Council may resume possession of the said territories and assume the direct administration thereof, or make such other arrangements as he may think necessary to provide adequately for the good government of the people of Mysore, or for the security of British rights and interests within the province.

24. This document shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded. And if any question arise as to whether any of the above conditions has been faithfully performed, or as to whether any person is entitled to succeed, or is fit to succeed, to the administration of the said territories, the decision thereon of the Governor-General in Council shall be final.

FORT WILLIAM;
The 1st March 1881.

(*Signed*) RIPON.

No. CXXV.

MEMORANDUM of the ASSIGNMENT OF LANDS for the BANGALORE CANTONMENT—1881.

Under the 9th Article of the Instrument of Transfer of the Mysore State to His Highness the Maharaja of Mysore, the Maharaja hereby assigns (with effect from the date of his accession, *viz.*, 25th March 1881), free of charge, to the exclusive management of the British Government, for the purposes stated in the aforesaid article, all lands situated within the limits specified and described in the schedule and map hereto annexed, and forming the Civil and Military Station of Bangalore And the Maharaja of Mysore hereby renounces the exercise of all jurisdiction in the lands so assigned. Given under our hand and seal at Ootacamund this fifth day of April 1881.

(Sd.) CHAMA RAJENDRA WADIER,
Maharaja of Mysore.

2.—COORG.

THE inhabitants of Coorg are said to be a branch of the Nayar tribe. Haidar Ali, when ruler of Mysore, long endeavoured in vain to subdue the country; but by taking advantage of a dispute between two brothers he at last effected his purpose, destroyed the family of the elder brother, and made the younger, Vira Raja, a prisoner. Vira Raja escaped in 1788. He was joined by his clansmen in great numbers and soon cleared his country of the invaders. Previous to the war with Tipu Sultan in 1790, Vira Raja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke out he offered his services and sent a large supply of bullocks for the use of the British army. An Engagement (No. CXXVI) was made with him by which he agreed to co-operate with the British army against Tipu; the independence of his country was guaranteed; and it was stipulated that in any peace made with Tipu the interests of the Raja would be faithfully consulted.

Coorg was part of the territory which Tipu was required to resign by the treaty of 1792. This demand was unexpected, and Tipu complained of it as a violation of the preliminary agreement, which required that the territories to be ceded should lie adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tipu Sultan yielded. It was arranged (No. CXXVII) that the annual tribute of Rupees 24,000, which Tipu had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was distasteful to the Raja, who denied that he had ever paid tribute to Mysore.

Vira Raja again rendered valuable service in the second war with Tipu Sultan, in consideration of which his annual tribute was remitted in 1799 (No. CXXVIII), and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent a great change. He became suspicious and cruel, and was subject to temporary fits of insanity. He died in June 1809; at his request Devammaji was acknowledged as Rani of Coorg, but after a few months she was deposed by Linga Raja, the surviving brother of Vira Raja.

Linga Raja died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Vira Rajendra Wadiar, the last of the Coorg

Rajas. The crimes perpetrated by this man were so revolting that in 1833 he was directed to report all capital punishments to the Madras Government. Many of his nearest relatives were put to death by his own hand. His sister and her husband, whom he had threatened with death, fled from the country and took refuge with the Resident at Mysore. A British officer was sent to Coorg to bring about a better state of things by negotiation, but the mission failed. A native agent, who was sent to prepare the way for another mission, was detained as a prisoner. At the same time the Raja addressed letters of the most insulting kind to the British Government, and it was accordingly resolved to treat him as a public enemy.

A Proclamation (No. CXXIX) was issued in 1834, setting forth the objects of the war and declaring Vira Rajendra Wadiar to be no longer Raja of Coorg. After a short campaign the Raja surrendered. A considerable number of the inhabitants having expressed a desire to become subjects of the British Government, the country was annexed in 1834, and the people were assured (No. CXXX) that they would not again be subjected to native rule; that their civil rights and religious usages would be respected; and that every effort would be made by the British Government to augment their security, comfort, and happiness.

The Raja and his family were pensioned and removed to Benares. He afterwards went to England, where he died in 1859.

The area of Coorg is roughly computed at 1,583 square miles, the population, according to the census of 1891, at 173,055, and the gross revenues at about Rupees 8,50,000. The British Resident in Mysore is Chief Commissioner of Coorg and also Judicial Commissioner, and there is a Commissioner whose head-quarters are at Mercara.

No. CXXVI.

ARTICLES of AGREEMENT entered into between ROBERT TAYLOR, ESQUIRE, CHIEF, ETC., FACTORS, TELLICHERRY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and ALORY VIRARAJAH of COORG on the other—1790.

1st.—A firm and perpetual friendship shall subsist between both parties as long as the sun and moon shall endure.

2nd.—Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the prosecution of the war in which the English are at present engaged, the Coorg Rajah shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at any time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast; he moreover engages to furnish them with such supplies of provisions as the country can afford at reasonable rates, and to join the English army with such a force as he can spare whenever any operations are carried on above the ghats or in the country of Tippoo Sultan.

3rd.—The Rajah engages to give the Company the preference in purchasing, at a reasonable and moderate price, such articles of commerce as are produced in his country and the Company may want, and he engages not to permit any other European nation to interfere in this respect.

4th.—This English East India Company engage to do everything in their power to render him, the Coorg Rajah, independent of Tippoo, in the same manner as the other powers who have entered into an alliance with the Company, and they shall, whenever a peace takes place, insist upon it as an express stipulation, that the Coorg Rajah shall be considered as the friend and ally of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom he shall be declared totally independent.

5th.—Should the Rajah's family or that of any of his subjects have occasion in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the ghats and conduct them in safety to Tellicherry under a guard of sepoys, where they will find an asylum, and be protected during the troubles; a house shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the perpetual friendship that shall subsist between both parties, which neither party will ever disturb, we jointly

call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith.

Concluded at Tellicherry this 26th day of October in the year of the Christian era 1790, by Robert Taylor, Chief, etc., Factors, in the names of the English East India Company, the Governor-General of Bengal and the Governor of Bombay on the one part, and Alory Virarajah on the other, each of the parties present, that is to say, the Chief and Factors of Tellicherry and Alory Virarajah of Coorg, having hereunto put their name and seals at Tellicherry, the day and year above written, and mutually exchanged copies of this Agreement.

No. CXXVII.

Engagement with the Rajah of Coorg in 1793.

Alory Virarajah of Coorg being desirous that the situation in which he stands with regard to the Honourable English East India Company may be clearly understood by all their servants, I hereby declare and certify—

1st.—That the said Rajah at the commencement of the late war with Tippoo Sultan (the Rajah being then in possession of the greatest part of the Coorg country, the remainder of which he afterwards recovered without the aid of the Company) offered his assistance to the Honourable Company, which was accepted, and an agreement was accordingly entered into between him on his own part, and Robert Taylor, Esquire, Chief of Tellicherry, on the part of the Company, as will appear by the records of that settlement.

2nd.—That the Rajah entered most heartily into the war, and supplied the Bombay army under my command with a quantity of grain and cattle, without which the troops would have been greatly distressed, and for which the Rajah has hitherto declined taking any pecuniary compensation.

3rd.—That from the commencement of the war till its conclusion the Rajah continued most firmly attached to the interests of the Company, notwithstanding the repeated attempts of Tippoo to seduce him.

4th.—That in March last, in settling the Articles of the Treaty of Peace at Seringapatam, Lord Cornwallis, in consideration of the noble and disinterested conduct of the Rajah, determined to render him entirely independent of Tippoo, and to extend to him and his country the protection of the Company, the numberless objections that were made to this were overruled, and the tribute amounting to eight thousand (8,000) Hoons, said to have been annually paid to Tippoo from the Coorg country, was transferred to the Company.

5th.—That the Rajah readily agrees to pay to the Company eight thousand (8,000) Hoons annually for their friendship and protection, though he declares that Tippoo Sultan never received that sum from his country.

6th.—That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal sentiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

(Sd.) ROBERT ABERCROMBY. L. S.

N. B.—The Hoons are reckoned at three rupees each, the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to rupee twenty-four thousand.

CANNANORE: *The 3rd April 1793.* (Sd.) ROBERT ABERCROMBY.

No. CXXVIII.

1799.

The Right Honourable the Governor-General having announced to Alorys Virarajendra Wodyar, Rajah of Coorg, by letter under date the 30th April 1799, his determination to relinquish tribute payable by the said Rajah to the Honourable Company, and only to require hereafter some annual acknowledgment of the Company's claim to his allegiance: In pursuance of powers vested in me by John Spencer, Esquire, President of the Commission in Malabar, under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of the Right Honourable the Earl of Mornington, I hereby declare and certify that the acknowledgment substituted accordingly is in future to consist of one trained elephant, which elephant Alory Virarajendra Wodyar, Rajah of Coorg, pledges himself to present annually to the Honourable English East India Company in proof of fealty and entire devotion on his part to the Government of the said Company.

Given under my hand and the seal of the Honourable Company at Virarajendra Peti this sixteenth day of October in the year of our Lord one thousand seven hundred and ninety-nine.

Company's Seal.

(Sd.) D. MAHONY,
Late Resident with the Rajah of Coorg.

To the most high and august English Circar.

The Sadana Krama or Deed of Acknowledgment of Alory Virarajendra Wodyar of the Koduga Samstanam.

For the services rendered by me to the English Circar the Right Honourable the Earl of Mornington Bahadoor, Governor-General, etc., etc., etc., on the 26th day of the month Chytra of the year Siddartee (30th April 1799), in his friendship wrote to me that on that day he had relinquished to me the Rupees 24,000 that by agreement I annually paid to the Circar, and that the Honourable Jonathan Duncan, Governor of Bombay, would through the medium of Captain Mahony, the English Resident with me, fix upon some token to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform.

In conformity to this letter Captain Mahony and me being in Virarajendra Pete, the relinquishment of the Nikadee which by mutual consent has been annually paid from my country to the Circar was this day made agreeable to the Company's orders and with infinite satisfaction to me, and in return I am to train and present annually to the Circar an elephant, in token to all the world of my fidelity and filial attachment, even as the son of her own womb, to the Circar that protects me, and for which a sadana krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknajee of the year Siddartee of the Cally Yuggun 4,901 or 16th October 1799.

Seal and signature of the Koduga Rajah.

No. CXXIX.

Proclamation of War with Coorg in 1834.

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him unworthy of the friendship and protection of the British Government.

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Company, he has been guilty of the greatest oppression and cruelty towards the people subject to his Government, and he has evinced the most wanton disrespect of the authority of, and the most hostile disposition towards, the former, from whom he and his ancestors have invariably received every degree of kindness and protection.

It will be needlees to enumerate the several instances of his misconduct; but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Devamajee and her husband Chenna Basavappa, who to preserve their lives had fled from his oppression, the Rajah has presumed to address letters replete with the most insulting expressions, to the Governor of Fort St. George and the Governor-General of India; that he has assumed an attitude of hostility and defiance towards the British Government; that he has received and encouraged the proclaimed enemies of that Government; and that he has unjustifiably placed under restraint an old and faithful servant of the Company, named Kulputty Karnikara Manoon, who had been formally deputed by the British representative for the purpose of opening a friendly negotiation, thus committing a gross outrage, not only upon the authority by whom the above-named individual was deputed, but upon the established rules of all civilised nations, by whom the persons of accredited agents are invariably held sacred.

The ancient alliance and the firm friendship which had so happily subsisted between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treated uniformly with indulgence. The most earnest remonstrances have been in vain tried to bring him to a sense of his obligations, and it is not until further forbearance would be culpable that His Excellency the Right Honourable the Governor-General, at the suggestion and with the concurrence of the Right Honourable the Governor in Council of Fort St. George, has resolved on employing the only means left of vindicating the dignity of the sovereign State, and of securing to the inhabitants of Coorg the blessings of a just and equitable Government.

It is accordingly hereby notified that a British army is about to invade the Coorg territory; that Virarajendra Wodyar is no longer to be considered as Rajah of Coorg; that the persons and property of all those who conduct themselves peaceably or in aid of the operations of the British troops shall be respected; and that such a system of government shall be established as may seem best calculated to secure the happiness of the people.

It is also hereby made known to all British subjects who may have entered the service of Virarajendra Wodyar, that they are required to place themselves under the protection of the British authorities, by whom they will be kindly received, and their rights and privileges respected; and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittledroog, Raidroog, Mysore, Bellary, Malabar, Canara, in order that the relatives of such persons as have taken service in Coorg from those places or adjoining districts may adopt the earliest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834.

(Sd.) J. S. FRASER, *Lieut.-Col.*,
and Political Agent.

No. CXXX.

Final Proclamation of the Annexation of Coorg in 1834.

Whereas it is the unanimous wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor-General has been pleased to resolve that the territory heretofore governed by Virarajendra Wodyar shall be transferred to the Honourable Company.

The inhabitants are hereby assured that they shall not again be subjected to native rule; that their civil rights and religious usages will be respected: and that the greatest desire will invariably be shown by the British Government to augment their security, comfort and happiness.

(Sd.) J. S. Fraser, *Lieut.-Col.,*
and Political Agent.

Camp at Mercara, 7th May 1834.

PART IV.

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO THE

CENTRAL PROVINCES.

I.—NAGPUR.

THE early history of the ruling family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji, who as a leader of predatory expeditions, had, at the time of his death in 1755, established the Mahratta supremacy over the country between the Nerbudda (Narbada) and the Godavari, from the Ajanta hills eastward to the sea. Raghuji left four sons, Janoji, Sabaji, Madhoji and Bimbaji, and was succeeded by Janoji, the eldest, who died in 1772, after having, with the concurrence of the Peshwa, adopted his nephew Raghuji, son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sabaji, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghuji, a minor, under the regency of Madhoji.

Advances had been made by the Bengal Government during the rule of Janoji with a view to obtain possession of Cuttack (Katak), but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhoji. In 1779 Madhoji sent a force to invade Bengal in pursuance of a confederacy between the Mahrattas, the Nizam, and Haidar Ali, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ali, found therefore little difficulty in concluding a Treaty (No. CXXXI) on the 6th April 1781, by which the army of Madhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haidar Ali.

On the death of Madhoji in 1788 he was succeeded by Raghuji, who was then twenty-eight years of age. When the triple alliance was formed between the British Government, the Nizam and the Peshwa, for the overthrow of Tipu Sultan, negotiations were opened with a view to include Raghuji in the confederacy, but Seringapatam fell before they were brought to a close. Raghuji was too jealous of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Sindhia. He even exerted his influence, although without success, to put a stop to the contest between Sindhia and Holkar with a view to a union against the English; and after the treaty of Bassein he joined Sindhia in the war which followed to defeat the objects of that treaty. The power of Sindhia and Raghuji in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghuji was completed by the fall of Gawilgarh, and, on the 17th December 1803, he signed the Treaty of Deogaon (No. CXXXII). By this treaty the Raja was deprived of the province of Cuttack and of the country to the west of the Wardha and south of the Narnala and Gawilgarh hills. This treaty was confirmed by the treaty of 1804 with the Peshwa. Its effect was to reduce the revenues of the Berar State from about one crore to sixty lakhs of rupees.

In 1806 the territory of Sambalpur and Patna was restored (No. CXXXIII) to the Raja gratuitously, in consideration of the great loss to which he had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Raja steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsidise a British force.

Raghuji died in 1816 and was succeeded by his only son Parsoji. This Chief being incapacitated for government, a regency was formed under Madhoji Bhonsla, better known as Apa Sahib, Parsoji's cousin. Apa Sahib, however, was by no means secure in power, and to strengthen himself he negotiated a Treaty (No. CXXXIV) with the British Government in May 1816. In this he agreed to subsidise a British force, costing Rupees 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipment of guns and warlike stores.

In 1817 Parsoji died suddenly, having been murdered, as was afterwards discovered, by Apa Sahib. Soon after his accession, Apa Sahib made common cause with the Peshwa, who was then inciting all the Mahrattas to unite

against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. CXXXV), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Apa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he fled to Hindustan in February 1819. He died at Jodhpur in Rajputana in 1840.

On the deposition of Apa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818. He assumed the name of Raghuji in honour of his grandfather. During the minority of the new Raja the Nagpur territory was under the management of the Resident, acting in the name of the Raja. In 1826, when the Raja attained his majority and was entrusted with the administration, a Treaty (No. CXXXVI) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain, and which were thenceforth to be under control of the British Government. The Raja also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829 therefore the treaty was modified (No. CXXXVII); the assigned districts were restored to Nagpur; a subsidy of eight lakhs a year was taken instead; the auxiliary force was disbanded; and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Raja in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death, on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 though the treachery and hostility of Apa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

In 1855 the surviving widows of the last Raja adopted as their son and heir Janoji Bhonsla, a collateral relation of the Raja in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Raja Bahadur of Deor, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Raja Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghuji Rao and Lachhman Rao) and three daughters, to whom stipends aggregating Rs. 90,000 per annum were granted. The stipend enjoyed by Raja Janoji at the time of his death was Rs. 1,20,000 per annum. On his death the estate of the family, pending the majority of the heir, was taken, and still (1892) continues, under the Court of Wards.

In November 1861 Nagpur and its dependencies and the Saugor and Nerbudda territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. Nimar was added subsequently, as narrated in the following paragraph. These territories are now known as the Chief Commissionership of the Central Provinces.

The history of Nimar may be summarised as follows:—In May 1864 the British portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Nerbudda became British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Sindhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*See* Gwalior, Vol. IV). Some parts of Nimar also belonged to Holkar, while outlying portions of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts held by the British Government in the western portion of Nimar for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargaon, and Mandlesar, north of the Nerbudda, and of Kasrawad, including the lapsed jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs. 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his

transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*See* Indore, Vol. IV). In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged. Forms of these Sanads are given as Nos. CXXXVIII and CXXXIX.

II.—CHIEFSHIPS AND ZAMINDARIS of the CENTRAL PROVINCES up to the date of their classification as Feudatories and ordinary British Subjects.

In 1863 a report was submitted to the Government of India by the Chief Commissioner, Sir Richard Temple, on the tenures and status of the Chiefships and Zamindaris* in the Central Provinces. It dealt with 115 estates of very varying extent and revenue. The Wainganga zamindaris had been granted or confirmed by the Mahrattas to Gond or Rajput families, as rewards for service or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the Government in police duties, and paid a rent always liable to enhancement. No written engagements under the treaty of 1829 were formed with them by the British Government.

* Wainganga Zamindars	.	34
Chhattisgarh „	.	34
Chanda „	.	21
Chhindwara Jagirdars	.	12
Saugor and Nerbudda Chiefs	.	3
Sambalpur and Patna „	.	11
TOTAL	.	115

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Haihaibansi dynasty of Ratanpur on a tenure of military service, which the Mahrattas changed to a tribute varying in amount with the power of the government to exact it.

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute.

The Chhindwara jagirdars had always been in a kind of feudal subjection, first to the Gond Rajas and subsequently to the Mahrattas; but the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check.

In 1819 the status of these dependent Chieftains was enquired into by the Mahratta Government through the British officers, who were then manag-

ing the country in the name of the Raja. The powers of the Chiefs were restricted by new engagements † binding them not to inflict capital punishment, to refer their disputes to the arbitration of the Mahratta Government, and generally to be loyal and obedient. They renounced in these engagements the right which some of them had usurped of levying transit duties; some of them were also required to furnish a specified number of men when called upon by the Mahratta Government to do so; but as it was an object to treat them liberally their tributes were not as a rule enhanced.

By article 2 of the treaty of 1818 Engagements (No. CXL) were concluded with the Gond and other tributary Chiefs and zamindars by British officers in the name of the Raja. The engagements concluded with the zamindars of Chhattisgarh, Chanda, and Deogarh or Chhindwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed; but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Nerbudda Chiefs, though their treatment by the Mah-

† The following is a specimen of these Engagements—

Agreement made by Drigpal, Zamindar of Khairagarh, and his family, with Colonel Agnew in the year 1230 Fasli, with his free will and consent:—

1st.—I will rigidly obey all orders of the Sarkar.

2nd.—If I become aware of any improper proceedings or conspiracies ("fan fitur"), I will duly report them.

3rd.—I will pay my revenue by instalments agreeably to promise according to the orders the Kamdar may bring me.

4th.—The sayar belongs to the Sarkar, I will not collect it; I will only collect "kut" according to ancient usage. No Beparis shall be interfered with, but have free passage through my district.

5th.—All travellers, Beparis, &c., shall have free passage. If a robbery occurs, I shall be responsible for it, and produce the robber and the property, or the value thereof.

6th.—Any enemy of the Sarkar, or thief, or conspirator, I will deliver up.

7th.—Without the orders of the Sarkar I will take no human life, and take fines for offences committed only according to custom and not improperly. I will give no widow to any one against her consent. If any one dissatisfied with my justice complains of it, I will obey whatever orders the Sarkar gives me in the matter.

Lohara.	Madanpur.
Fingeshwar.	Khujji.
Kauria.	Suarmar.
Deori.	Narra.
Parpori.	

8th.—I will endeavour to find out all heirs to unclaimed property, and give it to them; I will not take it.

9th.—I will engage in war with no zamindar or other person without the Sarkar's order; should any cause for it arise, I will report the circumstance and do as I am ordered.

10th.—I will be kind and just to the people, and bring my zamindari under cultivation. I will conform to all these conditions. Dated 13th of the month of Jamadi-ul-Awal, the 1st in the year 1230 Fasli, corresponding with 17th February 1821.

rattas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter.

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh: hence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhatisgarh, ruled also over the Sambalpur and Patna Garhjats.

In 1755 these territories fell under the dominion of the Mahrattas, but were ceded to the British Government by the Treaty of 1803 with Raghuji Bhonsla (No. CXXXII). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Mahrattas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No. CXXXVI). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Raja and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Mahratta Government. Except with Raigarh, with which a final Settlement (No. CXLI) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827, but though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. One of these engagements is given (No. CXLII). Separate engagements of which one is given (No. CXLIII), were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, eleven only remain attached to the Central Provinces. Of the Sambalpur group Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief. On the abolition of the South-Western Frontier Agency in 1837 Bod and Athmalik were transferred to the control of the Superintendent of the Tributary Mahals of Orissa and still remain under his charge. In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh, who was thenceforth considered Chief of Raigarh *cum* Bargarh. On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Patna group, remained as before attached to the Chutia Nagpur division of Bengal.

Sambalpur Group.	*Patna Group.*
Sakti.	Patna.
Sarangarh.	Phuljhar.
Raigarh *cum* Bargarh.	Bara Sambar.
Bamra.	Khariar.
Rairakhol.	Bindranawagarh.
Sonpur.	

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur. This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur. Soon afterwards, with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district. For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884.

III.—THE FEUDATORY STATES.

Enquiries made between the years 1863 and 1866 into the status of the Chiefs and Zamindars of the Central Provinces resulted in their classification into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects.

* *Nagpur Group.*	*Garhjat Group.*
Khairagarh.	Sakti.
Nandgaon.	Sarangarh.
Kondka or Chhuikhadan.	Raigarh *cum* Bargarh.
Kawarda.	Bamra.
Bastar.	Rairakhol.
Karond or Kalahandi.	Sonpur.
Kanker.	Patna.
Saugor and Nerbudda Group.	
Makrai.	

Fifteen* Chiefs were declared to hold the position of feudatories, and sanads of adoption were issued to such of them as had not already received them. A general form of the Sanad is given (No. CXLIV).

* Bastar, Karond, and Makrai received Sanads of adoption in 1862, and all the other Chiefs except Rairakhol received them in 1865. A Sanad of adoption was granted to the Chief of Rairakhol in 1866.

Acknowledgments of fealty (No. CXLV) were taken from all the feudatories of the Nagpur group except Karond, and from Makrai and Sakti. To Karond, Sarangarh, Raigarh, Bamra, Rairakhol and Sonpur (which, with Patna, were attached to the Sambalpur district), Sanads (No. CXLVI) were granted containing conditions similar to those contained in the acknowledgment of fealty (No. CXLV). A sanad was prepared for delivery to Patna, but was not actually delivered, owing apparently to troubles in the State which resulted in its being taken under Government management.

Advantage was taken of the enquiry into and definition of the status of the Feudatory Chiefs to declare the intention to revise from time to time the tributes (takolis) payable by them. Such revision is expressly provided for in the Acknowledgments of fealty and in the Sanads by which the status of the Chiefs is regulated (Nos. CXLV and CXLVI). Accordingly, the tributes of all the Feudatory States except Kanker (which was for special reasons exempted from the payment of tribute) and Makrai (which has never paid any tribute) were revised for a period of 20 years commencing from 1867.

Since 1867 there has been a remarkable increase in the revenue of the Feudatory States, from the opening out and general progress of the country, and a still further augmentation of their resources may be expected from the extension of the railway. When, therefore, the period embraced in the settlement of that year was about to expire, the Chief Commissioner proposed a general enhancement of the tributes to the point of making them substantial contributions to the Suzerain State. The increased rates received the sanction of the Government of India in February 1888. For special reasons Kankar had been exempted in 1867 from the payment of tribute, and it was decided in 1888 that the exemption should continue until the next succession. The revision of the tribute of Bastar was, in view of the remoteness and other peculiar conditions of the State, also deferred for the lifetime of the then Chief. It has recently been fixed by the Government of India at Rupees 17,000 a year, being 10 per cent. on the estimated gross revenue.

The following are the tributes fixed in 1888 as payable by the several Chiefs :—

Chhattisgarh Commissionership.

	Rs.		Rs.
Khairagarh	70,000	Sakti	1,300
Nandgaon	70,000	Sarangarh	3,500
Chhuikhadan	15,000	Raigarh	4,000
Kankar	*Nil.*	Bamra	1,500
Kalahandi	12,000	Rairakhol	800
Bastar	2,056*	Sonpur	9,000
Kawardha	32,000	Patna	8,500

* The Bastar tribute was fixed in 1892, after the last succession, at Rs. 17,000.

Nerbudda Commissionership.

Makrai ... *Nil.*

Subject to the political control of the Chief Commissioner and his subordinate officers, the Feudatory Chiefs exercise full civil and revenue powers in their States; in criminal cases sentences of capital punishment (and in the case of Feudatories from whom an acknowledgment of fealty in form No. CXLV has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Administration, all sentences of death are submitted, through the Commissioner of the Division, to the Chief Commissioner for confirmation. The Feudatory Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Kalahandi—one of the States in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management, and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. When order had been restored in Kalahandi, it was proposed that the Political Agent in that State should be appointed Political Assistant to the Commissioner of the Chhattisgarh Division. This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now (1892) under the charge of the Political Agent for the Chhattisgarh Feudatories, who has his head-quarters at Raipur and works under the general control of the Commissioner of the Division. The Political Agent exercises the powers of a Political Agent, under chapters IV and V of the Foreign Jurisdiction and Extradition Act, XXI of 1879, for the Feudatory States of which he holds charge.

Makrai is under the charge of the Deputy Commissioner of Hoshangabad District, subject to the control of the Commissioner of the Nerbudda Division.

The rules regulating the payment of Nazarana in cases of succession to the Chiefships are generally applicable to the Feudatory States of the Central Provinces.

The total area of the Feudatory States is 29,454 square miles, and the population, according to the census of 1891, is 2,157,456.

None of the Chiefs have any military force in the real sense of the term.

(1) KHAIRAGARH.

The family of the Khairagarh Chief is a branch of the old Gond dynasty of Mandla. In 1755 the Mahrattas levied a tribute of 1,500 Nagpur rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Government in 1854, it stood at nearly 39,000 Company's rupees. In 1867 the tribute was again revised and fixed at Rs. 47,000 per annum for a period of twenty years. It now stands at Rs. 70,000.

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction. In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also, and to assume the entire administration of the State. Lal Fateh Singh died in 1874, and the State remained under direct management till 1883 when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaya Lal. Kanhaya Lal died towards the close of 1890, and was succeeded by his son Kamal Narayan Singh, who was born in 1869. His succession was recognised by the Government of India in February 1891.

In 1865 the Chief of this State received an adoption Sanad (No. CXLIV), and he subsequently executed an Acknowledgment of fealty (No. CXLV). Three Deeds (Nos. CXLVII to CXLIX) making over railway lands, with the jurisdiction therein, were executed by the Chief, Lal Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattisgarh State Railway; and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal-Nagpur Railway.

The area of the State is 931 square miles; and according to the census of 1891 its population is 181,184. The gross revenue in the year 1890-91 was estimated to be Rs. 1,63,021.

(2) NANDGAON.

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee, named Ram Das. Celibacy being

one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagis professing celibacy, such profession was among the headmen merely nominal. The late Chief, Ghasi Das, was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883 and was succeeded by his son Balram Das, who was born in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother aided by a Diwan. In 1887 the Chief received the title of Raja as a personal distinction. In 1888, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended and an officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the young Chief, Raja Balram Das, till he should prove himself capable of managing its affairs.

In 1865 the Chief of this State received an adoption Sanad (CXLIV) and he subsequently executed an Acknowledgment of fealty (No. CXLV).

Certain lands required for the Bengal-Nagpur Railway were made over, with the jurisdiction therein, by the Chief under a Deed, executed on the 12th January 1891 (No. CL). This deed supersedes the one executed by the Chief, Mahant Ghasi Das, on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chhattisgarh State Railway.

The investure of Raja Balram Das with full powers of administration was sanctioned by the Government of India in August 1891.

The area of Nandgaon is 871 square miles; and its population is 183,866 (1891). The gross revenue of the State in the year 1890-91 amounted to Rs. 2,23,318. The tribute is Rs. 70,000.

(3) KONDKA, OR CHHUIKHADAN.

This Chiefship is also held by a religious family; it was conferred on Rup Das in 1750 by Madhoji Bhonsla. Marriage is permitted in the sect to which this family belongs.

The present Chief is Mahant Sham Kishor Das, who was born in 1838

and succeeded in December 1887, after having been for some years previously the virtual ruler of the State. About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross act of injustice by threatening certain malguzars with eviction from their villages unless they paid up very heavy fines, inflicted because they had brought to the notice of the authorities certain exactions on the part of the Chief. The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chhuikhadan, and the Chief was accordingly called on to make amends to the men he had injured, to abolish the nazarana system, guaranteeing his gaontias against unwarrantable eviction, and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. A Tahsildar of approved service was appointed Diwan, and was directed to carefully examine the whole administration of the State, under the supervision of the Political Agent. In 1865 the Chief received an adoption Sanad (No. CXLIV) and subsequently executed an Acknowldgment of fealty (No. CXLV).

The area of Chhuikhadan is 154 square miles, and its population (1891) is 36,288. The gross revenue in 1889-90 was estimated to be Rs. 56,497. This State pays a tribute of Rs. 15,000.

(4) KAWARDHA.

Kawardha is held by a branch of the Pandariya family, and was conferred for military services by Raghuji Bhonsla. The elder branch of the Kawardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of his elder brother by a junior wife. By this custom Ram Singh, a younger son, but by a senior wife, became zamindar of Pandariya. On the extinction in 1863 of the younger or Kawardha branch of the family, Ram Singh's elder brother, Bahadur Singh, was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh, who was born in 1849.

In consequence of his maladministration the Government of India, in 1884, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration at the expiration of that time. In November 1889 the Government of India sanctioned the continuance of the same arrangements for a further period of five years, the State being

administered by an officer of the grade of an Extra Assistant Commissioner appointed as Superintendent, assisted by a Tahsildar.

Thakur Rajpal Singh died on the 31st December 1891, and was succeeded by his nephew, Kritpal Singh, who is now about six years of age.

The tribute originally fixed at Rs. 2,000 was subsequently more than quadrupled by the Bhonsla family: it now stands at Rs. 32,000.

In 1865 the Chief of this State received an adoption Sanad (No. CXLIV), and he subsequently executed an Acknowledgment of fealty (No. CXLV).

The area of Kawardha is about 798 square miles, and its population (1891) is 91,813. Its revenue in 1890-91 was Rs. 92,936.

(5) BASTAR.

This family is said to have been driven from Warangal in the Deccan by the encroachments of the Muhammadan power early in the fourteenth century. In 1777 the Raja of Bastar was driven out of his territories by his brother, and took refuge with the neighbouring Chief of Jaipur, in the northern Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotipad. In 1782 hostilities broke out between the two States in consequence of the nonfulfilment by Jaipur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana, and as Bastar at this time failed in its payment of tribute to Nagpur, that government took possession of the pargana and subsequently granted it to Jaipur, subject to the obligation of furnishing military aid against Bastar when required.

The constant raids and reprisals between the two States of Bastar and Jaipur kept the country for many years in a state of anarchy. In an Agreement (No. CLI) taken by the Nagpur Government from the Chief of Bastar on the occasion of a revision of the settlement of the Chhattisgarh district, the latter bound himself to pay an annual tribute of 5,000 Nagpur rupees, subject to a remission of Rupees 1,000 so long as the Kotipad pargana should remain separated from his territories. Claims to the restoration of Kotipad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which had succeeded to the rights of the Nagpur State, should receive Rupees 3,000 per annum from the Jaipur Chief, in return for which he was to retain Kotipad and be exempt from the condition of military service attached to the original grant. Of this sum Rupees 2,000 were formally paid to the Raja of Bastar in money,

and the remainder in the form of a continued remission of tribute, which then stood at Rupees 3,056* per annum.

A new arrangement was sanctioned in March 1889, by which the entire sum of Rupees 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency,—Rupees 1,000 on account of the Kotipad pargana, and the balance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rupees 2,056, the remaining Rupees 56 being recovered directly from the Bastar Chief.

The Chief of Bastar received a Sanad of adoption in 1862 (No. CXLIV), and subsequently executed an Acknowledgment of fealty (No. CXLV).

The late Chief, Raja Bhairám Deo, was born in 1839, and succeeded in 1853. There is nothing noteworthy in the political history of Bastar till March 1876, when a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1881 Lal Kalandar Singh, a cousin of the Raja, became Diwan; but soon after, owing to a difference of opinion between himself and the Rani, he withdrew himself from work.

On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed; and the Chief Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. Tahsildar Sher Muhammad was accordingly appointed Naib-Diwan of Bastar. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalandar Singh, and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bhairam Deo died in July 1891, and the Government recognised the succession of his infant son, Rudra Pratap Deo. The State is now (1892) managed by a Superintendent, under the control of the Political Agent, during the minority of the Chief.

The area of Bastar is about 13,062 square miles; and its population (1891) is 310,884. The gross revenue in the year 1890-91 was estimated to be Rupees 1,68,268.

The tribute of the State was fixed after the last succession at Rupees 17,000.

* *i.e.*, 4,000 Nagpur rupees, the amount of the tribute fixed in 1819 after deducting the remission.

(6).—KAROND, OR KALAHANDI.

Under the Mahrattas this State paid a tribute of Rupees 5,330 in Nagpur coin, but the amount was reduced to Rupees 4,500 under the last Raja of Nagpur. Subject to Karond is the petty Chiefship of Thuamul held by a branch of the Karond family. The Thuamul family again is divided into an elder and a younger branch: the head of the former succeeding to the Chiefship with the title of Pât Raja, the head of the latter to the administration of the country with the title of Tât Raja. This custom led to constant feuds between the Tât and Pât Rajas: disputes also occurred between Karond and Jaipur, occasioned by claims of the latter to supremacy over the pargana of Kashipur, a part of Thuamul.

The Nagpur Government therefore determined to separate Thuamul from Karond and to leave its administration in the hands of the Tât Raja. These orders were confirmed by Government in 1862, and the claims of Jaipur to Kashipur were at the same time disallowed. In 1866, however, it was found that the disputes between the Pât and Tât Rajas still continued. Thuamul was therefore divided between them, the Tât Raja retaining Kashipur and paying a proportionate share of the tribute. The territory under the Pât Raja was restored to the jurisdiction of the Chief of Karond, and the remaining territory was given as a separate zamindari to the Tât Raja. In 1869 the Tât Raja also was placed under the feudal control of the Karond Chief.

The late Chief of Karond, Udit Partab Deo, died in 1881, having previously adopted as his heir Raghu Keshar Deo, a boy of tender years. He had at a considerably earlier period adopted one Rambhadra Sai, but had cancelled the adoption in consequence of the youth's misconduct. The claim of Raghu Keshar Deo as heir was recognised by the Government of India and he succeeded accordingly. There thence arose a dispute as to the succession, and the opportunity was taken by the Khands to prefer numerous complaints as to the oppression and mismanagement from which they had long suffered. Eventually the Khands rose in open rebellion and committed many excesses attended with bloodshed.

The disturbances were suppressed with the aid of British troops; and a British officer was in 1882 appointed as Political Agent, with head-quarters at Bhawani Patna to manage the State. In 1887 this officer was, as has already been mentioned, appointed Political Agent for the Chhattisgarh Feudatories, and this State is now administered by a Superintendent under that officer's control. The present Chief, Raja Raghu Keshar Deo, was born in 1872 and has been educated at the Rajkumar College, Jabalpur.

A Sanad of adoption (No. CXLIV) was granted to the Chief of Karond in 1862, and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The tribute paid by Karond is Rupees 12,000; its area is about 3,745 square miles; and its population in 1891 was 326,295. The gross revenue in the year 1890-91 amounted to Rupees 1,22,484.

(7) KANKER.

This State was held by the Mahrattas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rupees 500. This was remitted in 1823, in consequence of the Government having resumed the sayar duties formerly levied by him. The Kanker Chief therefore pays no tribute.

Maharaj-Adhiraj Narhar Deo, the present Chief, was born in 1850 and succeeded in 1853. In 1889 the Raja's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to administer the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1892, when it was decided to take the State under the management of Government until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. The State has been placed in charge of a Superintendent acting under the orders and control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No. CXLIV) and subsequently executed an Acknowledgment of fealty (No. CXLV).

The area of Kanker is 1,429 square miles; and its population in 1891 was 82,379. The gross revenue in 1890-91 amounted to Rupees 65,788.

(8) MAKRAI.

This petty Chiefship struggled with varied fortune against the Peshwa, Sindhia and the Pindaris, and was eventually taken under British protection.

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputy Commissioner, Hoshangabad, as Political Agent; he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs. 2,243-14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished

from the 1st May 1847. This payment was commuted in 1863 for the lump sum of Rs. 23,000 and no payment is now made in lieu of transit duties.

The Chief received an adoption Sanad in 1862 (No. CXLIV), and subsequently executed an Acknowledgment of fealty (No. CXLV). He pays no tribute to Government.

The present Chief, Raja Lachu Sah *alias* Bharat Sah, is an adopted son; he succeeded in 1866 and was born in 1846. Towards the end of 1890 the management of the State was taken out of his hands for a period of three years, on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad.

The area of Makrai is about 155 square miles; its revenue is about Rs. 38,700, and its population in 1891 was 18,547.

(9) SAKTI.

This State was formerly held as a tributary to the Maharajas of Sambalpur. The Chief, Raja Ranjit Singh, was born in 1836. He was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents; and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh, elder son of the ex-Raja, as Chief of Sakti, and the appointment of Tahsildar Ganpat Rao as Diwan of the State. The new Chief is to be guided in all matters by the advice of his Diwan and rule the State through them.

The Chief received an adoption Sanad in 1865 (No. CXLIV) and subsequently executed an Acknowledgment of fealty (No. CXLV).

By a document dated the 31st October 1890 (No. CLII), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal-Nagpur Railway Company.

The area of Sakti is 138 square miles; and its population in 1891 was 25,374. The gross revenue in 1890-91 amounted to Rs. 24,462. The tribute paid is Rs. 1,300.

(10) SARANGARH.

In 1878 gross mismanagement was found to exist in this State. The rayats were oppressed, the revenues were misappropriated, fraud and injustice

prevailed in the Courts, and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory might be conferred on him. The local officers reported that the Chief was badly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, *viz.*, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued.

Raja Bhawani Pratap Singh died in September 1889, and was succeeded by Lal Raghubar Singh. This Chief died in August 1890 and was succeeded by his minor son, Lal Jawahir Singh, born in 1886, who has been recognised by Government as the Chief. The State is administered during the minority by a Native officer as Superintendent under the control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The area of Sarangarh is estimated at about 540 square miles; and its population in 1891 was 83,210. The gross revenue in 1890-91 was estimated to be Rs. 46,968, and the tribute paid is Rs. 3,500.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh, Deonath Singh, its former holder having been convicted of rebellion. Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Ghansham Singh.

Owing to the Chief's maladministration the State was in 1885 taken under Government management. Ghansham Singh died in 1890, and his son, Lal Bhup Deo Singh, who was born in 1867, was recognised by Government as his successor, though no formal installation has as yet (1892) taken place. The State continues to be administered by Government through a Native officer as Superintendent under the control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CLXVI) defining his status as a Feudatory Chief was granted to him subsequently.

By a document, dated the 19th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction therein, required for the Bengal-Nagpur Railway Company (Note to No. CLII.)

The area of Raigarh is estimated at about 1,486 square miles; and its population in 1891 was 168,525. The gross revenue in 1890-91 amounted to Rs. 83,178. The tribute paid is Rs. 4,000.

(12) BAMRA.

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew Raja Sudhal Deo, the present Chief, who was born in 1848. He was appointed to be a Companion of the Order of the Indian Empire in 1889.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

By a document executed on the 15th February 1891 the Chief made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal-Nagpur Railway Company (Note to No. CLII).

The area of Bamra is estimated at about 1,988 square miles; and its population in 1891 was 104,367. In 1890-91 the gross income was estimated at Rs. 49,567. The tribute paid is Rs. 1,500.

(13) RAIRAKHOL.

The Chief of this State was not at first included in the list of feudatories on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised as a feudatory, and in 1866 received a Sanad of adoption (No. CXLIV) accordingly. A Sanad (No. CXLVI) defining his status as a Feudatory Chief was afterwards granted to him.

The present Chief of Rairakhol, Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his blindness and advanced age, and the death of his only son, the finances and the affairs of the State generally fell into great disorder. A portion of the State had become depopulated in consequence of the oppression of the Raja's officials, and the State treasury

was bankrupt. It was therefore decided in 1889 that the Raja should appoint a competent officer, with the approval of the Chief Commissioner, as his Diwan to assist him in the administration of his State. These arrangements were sanctioned by the Government of India, and an officer of the position of a Tahsildar has been appointed by the Raja as his Diwan, and administers the State under the supervision of the Political Agent.

The area of Rairakhol is estimated at about 833 square miles; and its population in 1891 was 20,335. Its gross revenue in 1890-91 was estimated at Rs. 14,329. The tribute paid is Rs. 800.

(14) SONPUR.

This family is an offshoot from the former ruling house of Sambalpur. The State is populous and the best cultivated of the Sambalpur States. The late Chief, Niladhar Singh Deo, who was born in 1839 and succeeded in 1840, received the personal title of Bahadur for services to the British Government. Constant and well founded complaints being made by the land-holding classes, of harsh and arbitrary eviction from their hereditary lands and villages, and there being no proper tribunals or adequate arrangements for the transaction of State affairs, the Raja was advised to appoint a competent officer of Government as his Diwan. An officer of the rank of a Tahsildar was accordingly appointed as Diwan, to assist the Raja in the administration of his State under the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who is now (1892) 38 years of age.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The area of Sonpur is estimated at about 906 square miles; and its population in 1891 was 195,245. The gross revenue in 1890-91 amounted to Rs. 76,346. The tribute paid is Rs. 9,000.

(15) PATNA.

Hira Vajra Deo, Maharaja of Patna, died in August 1866, and was succeeded by Sur Pratap Deo. In 1869 the tyranny of the Chief and of his brother, Lal Bishnath Singh, caused a rising among the Khands of

Patna. They were speedily reduced, but not until Lal Bishnath Singh and his followers had committed many atrocities in cold blood. For these crimes Lal Bishnath Singh was removed from Patna and an enquiry into the causes of the outbreak led to the deposition of the Chief and the assumption of the management of the State by the British Government. This occurred in 1871.

Maharaja Sur Pratap Deo, who was a Chauhan Rajput and the twenty-sixth representative of the family, died in 1878, leaving no male issue. He was succeeded by his nephew, Ramchandra Singh, born in 1872, the son of Lal Bishnath Singh. The State still (1892) remains under the management of the British Government; the administration is carried on by a Native officer as Superintendent, under the control of the Political Agent. The Chief has been educated at the Rajkumar College at Jabalpur.

The Chief received an adoption Sanad in 1865 (No CXLIV). No sanad in Form CXLVI has yet been delivered to the Chief (*vide supra*).

The area of Patna is estimated at 2,399 square miles; and its population in 1891 was 332,197. The gross revenue in 1890-91 was estimated to be Rs. 91,232. The State now pays a tribute of Rs. 8,500.

IV.—THE NON-FEUDATORY ZAMINDARIS.

The Wainganga zamindaris (43 in number) form portions of the Bhandara and Balaghat districts. The zamindars are now (1892) nothing more than large landowners, holding their estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have long been relieved of all police duties, and no longer exercise any function of Government whatever. None of the Zamindaris are Scheduled districts (Act XIV of 1874).

The Chanda zamindars (20 in number) retain more of their ancient character than the zamindars of Bhandara and Balaghat, and hold their estates under special Patent (No. CLIII). They are all Scheduled districts.

The Chhattisgarh zamindaris (47 in number) form portions of the Raipur, Bilaspur and Sambalpur‡‡ districts.§§ The majority of them are Scheduled districts.

‡‡ *Note.*—Of the Sambalpur zamindaris, two only—*viz.*, Phuljhar and Borasambar—were mentioned in Sir R. Temple's Report of 1863.

§§ The question of issuing revised Sanads, on the model of the Patent held by the Chanda zamindars, to the Raipur and Bilaspur zamindars, as well as to those of Sambalpur, is now (1892) under consideration.

The Jagirdars of Chhindwara and Hoshangabad (12 in number) hold their estates under Sanads (No. CLIV) issued to them in 1880. All these estates are Scheduled districts.

The total area of these Zamindaris is 20,932 square miles and the population (1881) 1,339,549.

No. CXXXI.

Treaty with the Rajah of Berar in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit:—

1st.—The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hyder Naig; that the Officer commanding them shall act under the order of the said Colonel, or the Officer who shall command the Bengal troops in the Carnatic; and that they shall receive from the Officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay.

2nd.—That the army of Rajah Syna Bahadur will immediately leave Orissa, and march in an expedition against Gurrah Mundelah; let the Governor-General and Council of the English, from a regard to the friendship which subsist betwixt the family of Bhosilah and the English, give orders that an English Officer with a body of the troops, now stationed in Hindostan, may march from that quarter to assist the Rajah in the above-mentioned expedition, and having reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there.

3rd.—That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor-General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General, when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled.

4th.—That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor-General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhosilah and the English that no infraction or injury can ever by any means happen to them.

Account of the monthly expense of the Troops to be sent along with Colonel Pearse.

Two thousand sowars or horse, at Rupees 50,000 per month for each 1,000, making altogether 1 lakh of Rupees per month.

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign.

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received

their dismissal from the Commander of the English troops, they shall return to their own country, their pay shall be continued according to the number of munzils or day's journeys which they may be from the place of their dismission to the city of Cuttack.

No. CXXXII.

TREATY of PEACE between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by MAJOR-GENERAL WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA; who have each communicated to the other their full powers —1803.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other.

ARTICLE 2.

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore.

ARTICLE 3.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah.

ARTICLE 4.

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan shall be formed to the west by the River Wurdah from its issue from the Injardy Hills to its junction with the Godavery.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills and to the west of the River Wurdah, is to belong to the British Government and their Allies.

ARTICLE 5.

Districts amounting to four lakhs of Rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Sabeb Soubah. Those districts are to be fixed upon by Major-General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Sabeb Soubah who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed.

* *Vide* Treaties with Cuttack Tributary Mehals, Vol. I. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council.

ARTICLE 11.

Senah Saheb Soubah hereby renounces for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue.

ARTICLE 12.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fuzali.

Ratified by the Governor-General and Council on the 9th January 1804.

No. CXXXIII.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOJEE BHOOSLAH SAJNA SAHEB SOOBAH BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghoojee Bhooslah, the Honorable Sir George Hilaro Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghoojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The British Government hereby renounces all future

claim whatsoever to the undermentioned Pergunnahs, and the Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.	Burgurh.	Benvia.
Sonepore.	Suktee.	Bonee.
Saurungurh.	Serakole.	Kautikpore.

NAMES OF PERGUNNAHS OF PATNA.

Patna.	Nawagurh.	Tonageer.
Khauss Patna.	Ghureeland.	Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government, make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

No. CXXXIV.

TREATY of PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL of MOIRA, K.G., one of HIS BRITANNIC MAJESTY'S Most HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL IN COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies—1816.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa Rao Pundit Purdhan, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4.

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through his Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoys, which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness' treasury at Nagpore, according to the two under-mentioned equal and half-yearly instalments, punctually and without demur or hesitation the annual sum of seven lakhs and fifty thousand Nagpore Rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding Article.

The following are the instalments :—

	Rs.
1st December	3,75,000
1st June	3,75,000
Rupees .	7,50,000

ARTICLE 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhooslah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness will without hesitation agree to cede, territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood that the British Government claims no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7.

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8.

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness' territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a

manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or exciters of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility of aggression against Their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies; and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding the British subsidiary force. In the same manner, in the event of any part of the forces of

the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness's territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support, and that on all necessary occasions, he will be ready to assist the British Government with the whole of his forces.

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness's Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force.

ARTICLE 13.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness's territories shall not be exposed to serious danger, and that the force stationed near His Highness's person shall never be less than one battalion of sepoys.

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness's family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of official authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honourable Company, and the signature of the Right Honorable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpore, the twenty-seventh day of May in the year of our Lord One Thousand Eight Hundred and Sixteen, answering to the Twenty-eight of Jumadoossanee, in the year of the Hijera One Thousand Two Hundred and Thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816.

(Sd.) J. ADAM.
Secretary to Government.

No. CXXXV.

PROVISIONAL AGREEMENT concluded between the HONORABLE COMPANY and MAHARAJAH MOODHAJEE BHONSLA, by MR. JENKINS on the part of the HONORABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness—1818.

ARTICLE 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

ARTICLE 3.

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops.

ARTICLE 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops.

ARTICLE 6.

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government.

ARTICLE 7.

The two hills of Seetabuldee with the bazaars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such Military works erected as may be deemed necessary.

Done at Nagpore this 6th day of January 1818 A.D., corresponding to the 28th of Suffer 1233 A.H.

(A true copy.)

(Sd.) R. JENKINS,
Resident.

No. CXXXVI.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors, settled by RICHARD JENKINS, ESQUIRE, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

Articles, was concluded at Nagpore between the Honorable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoossanee, in the year of the Hijri 1231; and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal; and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud; and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud; and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States:—

ARTICLE 1.

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 2.

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Maharatta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah.

ARTICLE 3.

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negociation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court.

ARTICLE 4.

By the 4th Article of the Treaty of Nagpore, it was agreed that, with the reserve of two battalions of sepoys which were to remain near the Rajah's

person, the residue of the subsidiary force which the British Government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerbudda as might be chosen by the British Government. By the present Article it is agreed that the British Government shall be at liberty in future to station its troops in any part of the Rajah's territories, as it may deem necessary for their protection and the maintenance of tranquillity; and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

ARTICLE 5.

The late Rajah Moodhajee Bhooslah, commonly called Appa Sahib, agreed to cede to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness' territories, and in lieu of the subsidy of 7,50,000 Rupees formerly paid by the said Rajah, and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharaja Raghojee Bhooslah hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid, and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maharaja Raghojee Bhooslah, his heirs and successors.

ARTICLE 6.

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers.

ARTICLE 7.

The British Government undertook, during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name and on his behalf; His Highness' nonage, according to Hindu law and usage, being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions hereinafter specified are declared to be vested in the Rajah.

ARTICLE 8.

For the more complete and effectual fulfilment of this intention and object of the 11th Article of the Treaty of 27th May 1816, the military force of the State of Nagpore, with the exception of a small body of infantry and horse, which may be maintained with the sanction of the British Government for the Rajah's personal retinue, and the requisite Sebundies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment) shall always remain under the authority of the British Government, and at its disposal, for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

ARTICLE 9.

The districts of Deoghur above the Ghauts, Chandah, Loujhee, and Chutteesgurh, and their dependencies, together with some additional districts, yielding altogether a clear net revenue of seventeen lakhs of rupees per annum, will, for the present, be retained under the management of European Superintendents acting for the Rajah, but subject to the orders of the British Resident, to provide funds for the payment of the military establishments referred to in the preceding Article, and for the civil expenses of the said districts. A true and faithful account of the revenue and the produce of the said districts, and of the military and civil disbursements, shall be rendered to His Highness, and any surplus remaining after payment of the above charges shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpore, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn; and it is hereby further declared, that whenever the state of the district, retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure, the districts excepted in this Article shall also be restored to the direct management of the Rajah, His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zemindars of the country.

ARTICLE 10.

In the management of the country transferred to the Rajah's immediate authority by the preceding Article, and in that of the excepted districts when restored to His Highness's control, Rajah Raghojee Bhooslah hereby promises to pay at all times the utmost attention to such advice as the British Government shall judge it necessary to offer him with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture and industry, or any other objects connected with the advancement of

His Highness's interests, the happiness of his people, and the mutual welfare of both States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to it as well as to His Highness in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its representative at His Highness's Court for ensuring order, economy, and integrity in every department of his Government, and the engagements and settlements which have been or may be concluded with the putels and ryots or others in his name through the intervention of British Agents shall be faithfully maintained and acted upon. The civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His Highness' Court and household, shall be fixed and continued according to the advice of the British Government; and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the treasury, in order to be assured of the actual state of the finances.

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them, that hostilities shall be undertaken or preparations made for commencing hostilities against any State or Power, Rajah Raghojee Bhooslah agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of the war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE 12.

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions should be increased and perpetuated by the operations of this Treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness' permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government, on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined, or a deterioration, instead of the expected improvement in His Highness' resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary

to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it.

ARTICLE 13.

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Bhooslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories. Provided always that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

ARTICLE 14.

The hill of Seetabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the Cantonments of the different divisions of the said forces.

ARTICLE 15.

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety.

ARTICLE 16.

Whenever called upon by the British Government, the Maharajah agrees to collect as many Brinjarries as possible, and to store as much grain as may be practicable in convenient places for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

ARTICLE 17.

This Treaty, consisting of seventeen Articles, being settled and concluded at Nagpore, on the first day of December in the year 1826, corresponding with Jumadee 1st, in the year of the Hijeree 1242, by Richard Jenkins, Esq., with Maharajah Raghojee Bhooslah, Mr. Jenkins has delivered to the said Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Jenkins has engaged to procure and deliver to His Highness without delay a copy of the same duly ratified by the Right Honorable William Pitt Lord Amherst, Governor-General, etc., etc., on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor-General's Seal.

(Sd.) AMHERST.

Ratified by the Right Honorable the Governor-General in Camp, at Shajehanpore, this thirteenth day of December, one thousand eight hundred and twenty-six A.D.

(Sd.) A. STIRLING,

Secretary to the Government,

In attendance on the Governor-General.

SCHEDULE

OF CESSIONS TO THE BRITISH GOVERNMENT.

1st.—Mundilla, including

1. Fort of Mundilla.
2. Burgee.

2nd.—Jubbulpore, including

1. Huwelee Gurha.
2. Suhora.
3. Sandpoor.
4. Khombee.
5. Bhunee Ban.
6. Ghosalpoor, including—
   1. Sirclee.
   2. Kooa.
   3. Turwa.
   4. Ghosalpoor.
7. Punnagurh.
8. Mujholee.
9. Kemoree.
10. Bareily.
11. Bulhary.
12. Tezgurh.
13. Kusungee, etc.

Zemindary Talooks.

1. Mulumpoor.
2. Peepreea.
3. Mangurh.
4. Narayunpoor.
5. Nuwaz.
6. Wureea.
7. Singhoree Chaya.
8. Bundra.
9. Suhupoora.

3rd.—Sewnee, including

1. Sewnee.
2. Doonguraza.
3. Anu Ushta.
4. Denashee.
5. Dungurthat.
6. Kurola.
7. Rutungee.
8. Ghinsoor.
9. Gondee.
10. Oogullee.
11. Chindee.
12. Chupara and two Khasgee Villages.

4th.—Chowragurh, including

1. The Fort of Chowragurh.
2. Shapoor.
3. The Kuzba of Chougan.

5th.—Rewa, including

1. Bohurgurh.
2. Bara.
3. Sakurgurra.
4. Bahnee.
5. Sewnee.
6. Bhamboonezumala.
7. Singpoor Bara.
8. Buchaee.
9. Pilapusaee.
10. Hoosungabad.
11. Zumanee.
12. Sohagpoor.
13. Chiklee Bara.

6th.—Baitool, including

1. Kunellee Khesla Baitool.
2. Juyutgurh Amla.
3. Khundar Kirawuddee.
4. Jamnee.
5. Masud.
6. Sowhgurh.
7. Mhauderee.

7th.—Moollagee, including.

1. Moottayee.
2. Saykhera.
3. Satner.
4. Patun.
5. Mundree.
6. Ashta.
7. Metsalwaree.
8. Pownee.
9. Ashner.

8th.—Sumbhulpoor, including.

1. Khalsa Sumbhulpoor.
2. Chunderpoor.
3. Ambonna.
4. Kurral.
5. Ghems.
6. Hootal.
7. Burpalee.
8. Patkulda.
9. Lukunpoor.
10. Boordah.
11. Barbar Killa.
12. Phoonda.
13. Dama.
14. Saungah.
15. Sappurgurh.
16. Serrah.
17. Coolabara.
18. Rampoora.
19. Rajepoor.
20. Pondumpoor.

Zemindaries.

1. Sumbulpoor.
2. Burgurh, including
   Singra,
   Half of Boteea, and
   Half of Saragong.
3. Suktee, including
   Half of Boteea, and
   Half of Saragong.
4. Saringurh, including
   Sureea.
   Suroawah.
   Sohagpoor.
5. Gunpoor.
6. Boree.
7. Boomra.
8. Rerakole.
9. Soondpoor.

Patna and its Dependencies.

1. Patna.
2. Assee Salda.
3. Jura Singha.
4. Butata.
5. Dinkgurh.
6. Topal.
7. Teelgurh.
8. Gumleeadolah.
9. Huldee.
10. Sandakala.
11. Sarpahar.
12. Bud Puhar.
13. Boy Moorda.
14. Sabe Butha.
15. Hat Kund.
16. Doombutta.

Patna Zemindaries.

1. Patna Proper.
2. Pooljher.
3. Boora Samer.
4. Ramoon.
5. Autgaon.
6. Lohar Singha.
7. Kheriar.
8. Nuwagurh
9. Dewlee.

9th.—Sohagpoor Bhugdoker.

No. CXXXVII.

Revised Engagement between the Honorable Company and the Rajah of Nagpore—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore.

Article 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *i.e.*, on the 6th of September, 6th December, 6th March, and 6th June of each year; in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British Officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the auxiliary force as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

Article 2.

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the poteils, ryots, and others by the British Authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British Officers under the sanction and authority of the Resident.

Article 3.

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be com-

petent to the British Government, through its local representative, to offer advice to the Maharajah, his heirs and successors, on all important matters, whether relating to the internal administration of the Nagpore territory or to external concerns, and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Honorable Company, the British Government reserves to itself the right of re-appointing its own Officers to the management of such district or districts of the Nagpore territory in His Highness' name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

ARTICLE 4.

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of Irregular Horse, organised and disciplined after the native fashion, commanded by his own Native Officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier.

ARTICLE 5.

Article 15 of the existing Treaty is hereby abrogated.

ARTICLE 6.

All the other provisions and conditions of the Treaty concluded at Nagpore on the 13th December 1826, which are not affected by the above convention, are to remain in full force and effect.

ARTICLE 7.

This Engagement, consisting of seven Articles, being settled and concluded at Nagpore, on the 26th day of December 1829, corresponding with 29th Jumadilakher, in the year of the Hijeree 1245, by Francis B. S. Wilder, Esquire, with Maharajah Raghojee Bhoosla, Mr. Wilder has delivered to the said Maharajah a copy of the same in English, Persian and Mahratta, sealed

and signed by himself, and His Highness has delivered to Mr. Wilder another copy, also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honorable Lord William Cavendish Bentinck, Governor-General, etc., etc., etc., on the receipt of which by His Highness, the present Engagement shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829, corresponding with the 29th Jumadil-akher, 1245 Hijree.

(Sd.) F. B. S. Wilder,
Resident.

„ W. C. Bentinck.

„ Dalhousie.

„ W. B. Bayley.

„ C. T. Metcalfe.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

(Sd.) A. Stirling,
Secretary to Government.

No. CXXXVIII.

Specimen Sunnud.

To

KESHEN RAO, SON of MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues; and *whereas* the services you rendered in that office will not in future be required

by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore, the Governor-General in Council has been pleased to order that your ziraut and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit-rent.

In token whereof this Sunud is granted to you this day of 1865.

No. CXXXIX.

Specimen Sunnud.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you have held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentages on the public revenues; and *whereas* the service you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore, the Governor-General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4,480-6 in half-yearly instalments, in lieu of the cash perquisites enjoyed by you; and that such pension be continued to your heirs, sons, brothers, and brothers' sons, in hereditary succession, subject to good behaviour.

In token whereof this Sunnud is granted to you this day of 1865.

No. CXL.

Specimen Engagements entered into by the Zemindars of Chattisgarh—1821.

I, Ram Raee, the Zemindar of Sonakhan, with its twelve dependent

villages in the Province of Chattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement:—

1. I will obey the orders of the Sircar, and will be engaged in no rebellion or treachery against it.

2. I will inform the Sircar of any intrigues to its prejudice which come to my knowledge.

3. I will pay my tribute (tuckolee) regularly to Chattisgarh in two instalments annually to the Agent of the Sircar authorised to receive it, and according to the separate arrangements entered into with the Government.

4. Customs (syer) belong to the Sircar, and I will levy none, and I will take the bazaar, which shall not be increased beyond the established usage, and for this I engage to pass traders safely through my zemindary.

5. I will offer no interruption to travellers or merchants passing through my zemindary, but will in always assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price.

6. If any criminals or traitors seek refuge in my zemindary, I will immediately deliver them up to the Sircar.

7. I will not punish any person with death without the previous sanction of the Sircar, and will impose only such fines as are sanctioned by practice, are just and necessary for the suppression of crimes and irregularity. Under false pretences I will not impose any; and will not compel widows to re-marry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards.

8. I will not appropriate to myself the effects of the dead when there are sons or heirs; property shall descend from father to son, or to the nearest heir.

9. I will not make war upon any Zemindar or other person without the orders of the Sircar; my disputes with others I will refer to the decision of the Sircar.

10. I will cherish my ryots and do all in my power to increase the prosperity of my zemindary.

Ryepore, 17th February 1821.

Statement of Tribute payable by the Zemindars of Chattisgarh.

Name of Zemindary.	Name of Zemindar.	Amount of tribute.	Remarks.
		R *a.* *p.*	
Bustar	Mypal Deo	4,000 0 0	
Karrondee	Joograj Deo	4,500 0 0	
Kakair	Bope Deo	.....	
Koojee	Hybut Khan	1,150 0 0	
Paindra	Adjeet Sing	1,400 0 0	
Mattin	Juggernath Sing	300 0 0	
Oprodah	Sew Sing	850 0 0	
Kaindah	Byron Sing	500 0 0	
Laffa	Vickram Sing	630 0 0	
Chooree	Prittee Sing	1,500 0 0	
Korebah	Burrat Sing	1,500 0 0	
Chappa	Vessewnat Sing	800 0 0	
Cowerdah	Oojar Sing	8,635 0 0	
Pundureeah	Gurroor Sing	7,727 0 0	
Bhutgaon	Gujraj Sing	300 0 0	
Soormar	Soab Sing	250 0 0	
Nurrah	Jait Sing	75 0 0	
Sonakhan	Ram Raee	.....	
Bellyghur	Maharaj Sing	500 0 0	
Kuttungee	Praun Sing	300 0 0	
Nandgaon	Mohjeeram Muhunt	30,606 3 0	
Kyraghur	Drigpal Sing	30,100 0 0	
Kondka	Balmooken Dass	10,704 3 3	
Gundye	Turwar Sing	2,481 0 6	
Sohagpoor	Goolal Sing	1,115 0 0	
Thakoor Tola	Adar Sing	355 0 6	
Dongergurh	Mohjeeram Muhunt and Drigpal Sing	17,753 10 0	
	Total	1,28,032 1 3	

Specimen Engagements with the Zemindars of Chanda.

Engagements concluded in the Fuslee year 1230 by Captain Crawfurd, the Superintendent of the Chanda District, with Soude Khan, Zemindar of Gewarda, Pergunnah Wyragurh, Zillah Chanda.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits.

2. Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by) BAHADOOR KHAN,
Son of SOUDE KHAN.

21st day of Suffer 1230 Fuslee.

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.			Remarks.
		Rs.	*a.*	*p.*	
Gewarda	Soude Khan	30	0	0	
Purrusghur	Govind Shah	30	0	0	
Ambaghur	Nilkunt Shah	25	0	0	
Amric Palabarsa	Nizum Shah	25	0	0	
Dewulgaon Sonsery	Chunder Shah	215	0	0	
Rangee	Anund Row	12	0	0	
Koracha	Sooba Dao	10	0	0	
Kootgaon	Jugga Thakoor	6	0	0	
Damona	Bhudra Thakoor	5	0	0	
Jurra Papra	Gunesh Thakoor	3	0	0	
Mooroomgaon	Kullyan Thakoor	3	0	0	
Seersondee	Sherga Thakoor	2	0	0	
Kodjub	Neeram Shah	3	0	0	
Dood Mala	Maroo Thakoor	3	0	0	
eoka	Goolab Khan	3	0	0	
Ghot	Rajeshwur Row	25	0	0	
Gilgown	Veeroo Shah	10	0	0	
Paveeh Maulsudah	Ogroo Shah	10	0	0	
	TOTAL	420	0	0	

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SENAH SAHIB SOOBAH RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows:—

Talooka Puchmurre, 7 villages.	Pergunnah Heerdagurh, 7 villages.	Pergunnah Pertaubgurh, 6 villages.

Puchmurree, Choomee, Nadowra, Kanee Chapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah, Telee Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree.

Pergunnah Oomrait, 1 village, Myawaree.	Pergunnah Jamye, 1 village, Khurwanee.	Pergunnah Almoat, 1 village, Boree Ghaut.	Pergunnah Gurguzghur, 1 village, Lona Dewee.	Pergunnah Umbarrah, 1 village, Nursurah.

and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages; they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head: agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple.

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate. No taxes, however, to be levied on pilgrims.

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied thereto at the several ghauts and roads leading to the temple or connected with it, they belong for the future to Government, and the following provision is hereby made :—

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one-third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc., etc., etc., at Koreel Ghaut, together with your exclusive right to the whole profit of the Tara Ghaut, Government hereby agrees to give you, for a period of three years, commencing with the year 1230 Fuslee, and ending with the year 1232 Fuslee, an annual sum of Nagpore Rupees 750.

This sum will be paid to you by the Government direct; you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration.

Such are the arrangements for the Pooja and Jatra rights; by no means interfere in them in any other way than is now written, "taking care that no

theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible." Avoid also all violence in every way towards them or to traders, visitors, etc.; all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeea, Kularu, Moohwa Paunree, etc., etc., hitherto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale; avoid increasing it without authority.

This therefore, as above detailed, is the provision made for you by this Government. Receive and eat; have no concern for the interference of others. In return your duties to Government are as follow:—

You will henceforth pay to Government in quit-rent 25 rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees; send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly; if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed. You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government, offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots; any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government.

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority.

Done at Moollan, this 25th day of February, A. D. 1820.

(A true copy.)

(Sd.) W. HAMILTON,

Acting Assistant.

A correct though not literal translation.

(Sd.) H. A. MONTGOMERIE,

Commissioner, Settlement Gonds.

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	Remarks.
	Gubba Jumahdar . .	15 0 0	
	Rajah Durrio Sing . .	200 0 0	
Batkaghur . . .	Kesho Rao Thakoor . .	30 0 0	
	Sough Sah . . .	10 0 0	
Putchmarree . . .	Mohun Sing . . .	25 0 0	
Bhurdaghur . . .	Cheemun Sah . . .	40 0 0	
Almond	Rajah Sah . . .	40 0 0	
Adygoon	Dowlut Bhartee . .	250 0 0	
Pertaubgurh . . .	Runjeet Sah . . .	.....	
Kurry	Jeswant Sah Thakoor . .	.....	
Hurrakoat	Rajahjee	.....	
Puggara	Pertaub Sing . . .	.....	
Moothoonghaut . . .	Dowlut Sah . . .	.....	
Gorukghaut . . .	Dowlut Sah . . .	.....	
	TOTAL .	610 0 0	

No. CXLI.

KUBOOLYUT executed by RAJAH JOOJHAR SING OF RAIGURH, dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from $\frac{1228\ F.}{1875\ S.}$ has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt.

No. CXLII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of PATNA, dated 17th February 1827 A.D.

Whereas the whole of Khalsa Patna, which is my zemindarry, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 56,-8-0, or an aggregate jumma of Rupees 2,812-8-0, including

* A. D. 1826-27 to 1830-31.

"Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

(Here follows the specification alluded to.)

No. CXLIII.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH MAHARAJ SAHEE of SUMBULPORE, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Punchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

No. CXLIV.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO of BASTAR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

In 1862 similar Sunnuds were granted to the Chiefs of Makrai and Kharonde; in 1865 to the Chiefs of Kakeir, Bamra, Khairagarh, Kondka or Chhuikhadan, Kawardha, Nandgaon, Patna, Raigarh *cum* Burgarh, Sarangarh Sonpur, Sakti; and in 1866 to the Chief of Rehracole.

No. CXLV.

ACKNOWLEDGMENT OF FEALTY presented by the CHIEFS of BASTAR MAKRAI, KANKER, KHAIRAGARH, KONDKA or CHHUIKHADAN NANDGAON, SAKTI, and KAWARDAH.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to.

I will respect and maintain all rights within my territories; I will attend to the prosperity of my ryots, to the strict administration of justice, and to the effectual suppression of crime. When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years, I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender.

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of rupees three hundred and forty, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine; and when complaints preferred against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

No. CXLVI.

FORM of SANAD granted by the CHIEF COMMISSIONER of the CENTRAL PROVINCES in 1867 to the KHARONDE CHIEF and to those of the GURJAT CHIEFS who had not executed any acknowledgment of fealty.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether Criminal, Civil or Revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will before passing order for carrying out such sentence send the case up to the Commissioner of the Chhattisgarh Division, or such other officer as shall be nominated by the British Government for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of * Rs. now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

	Rs.		Rs.
* Rehrakole ...	680	Kharonde(a)	3,550
Bamra ...	350	Sarangarh ...	1,350
Raigarh ...	400	Patna ...	600
Sonpur ...	5,000		

2. That you shall deliver up any offender from British or other territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chhattisgarh Division, the Deputy Commissioner, Sambalpur, or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

8. That you shall appoint an approved Vakil to be permanent resident at the Sadr station of the Sambalpur district, in view to all orders affecting your State being communicated to you.

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere the Chief Commissioner shall have authority to raise your tribute by * Rs. per annum until your Abkari arrangements are again satisfactory.

	Rs.		Rs.
* Rehrakol ...	1,000	Kharonde ...	1,000
Bamra ...	500	Sarangarh ...	1,000
Raigarh ...	500	Patna ...	1,000
Sonpur ...	1,000		

No. CXLVII.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for RAILWAY PURPOSES—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities,

(a) This State did not form one of the original Gurjat Chiefships.

so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 311 acres 3 roods and 1 pole permanently and 823 acres 1 rood and 5 poles temporarily situate in my territories and bounded as under:—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore-mentioned free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed, and delivered.

(Sd.) Lal Shri Umrao Singh Sahib Rais,
Feudatory Chief of Khairagarh,
Raipur District.

Witnesses.

(Sd.) Ghasi Babu of Khairagarh.

(„) Nizam Sao Tamera of Khairagarh.

No. CXLVIII.

Deed executed by the Chief of Khairagarh for cession of land for railway purposes—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 8 acres, 1 rood, and 2 poles, situate in his territories and bounded as under, *i.e.*, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated or the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like neces-

sary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all presents and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees, and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In witness whereof, the said Feudatory Chief sets his hand and seal, this ninth day of March, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd.) J. P. GOODRIDGE,
Political Agent.

Countersigned.

RAIPUR,
The 25th March 1890.

(Sd.) A. H. L. FRASER,
Offg. Commissioner, Raipur, Chhattisgurh Division.

No. CXLIX.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for RAILWAY PURPOSES—1890.

I, Lal Umrao Singh, *alias* Kanhya Lal, Feudatory Chief of Khairagarh in the District of Raipur, Central Provinces, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 128 acres 1 rood 13 poles, situate in my territories and bounded as in the plan appended, the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me (Feudatory Chief of Khairagarh) and my heirs and representatives in and over the soil of the lands hereinbefore-mentioned, free of all present and future demand on account of revenue or rent.

2. I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I set my hand and seal, this twenty-seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd.) J. P. GODRIDGE,
Political Agent.

RAIPUR,
The 13th October 1890.

(Sd.) M. M. BOWIE,
Offg. Commissioner, Raipur,
Chhattisgarh Division.

No. CL.

DEED executed by the CHIEF of NANDGAON for cession of LAND for RAILWAY PURPOSES—1891.

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, as far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres 2 roods and 1 pole, that is, 85 acres 1 rood and 21 poles acquired previously and 499 acres and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhatisgarh State Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and repesentatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached, and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned

deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

(Sd.) RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

16th January 1891.

BENGAL-NAGPUR RAILWAY.

Note of land taken up twice by the Bengal-Nagpur Railway in Nandgaon State.

District.	Pergunnah or Tahsil.	Mouza.	Land acquired twice.	Reference to sheet.	Date of former acquisition.	Date of present acquisition.
		Mile	A. R. P.	Sheet		
Nandgaon State.	Zemindary Nandgaon.	139 to 140	8 0 29	No. 1	2nd July '83.	12th Jan. '91.
		141	8 1 39	„ 2	Do.	Do.
		142	9 0 3	„ 3	Do.	Do.
		143	10 0 8	„ 4	Do.	Do.
		144	10 1 34	„ 5	Do.	Do.
		145	10 1 33	„ 6	Do.	Do.
		146	28 2 35	„ 7	Do.	Do.
		TOTAL	85 1 21			

N. B.—The date of formal transfer of lands is 12th January 1891.

(Sd.) RAJA BALRAM DASS,
Chief of Raj Nandgaon.

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

BENGAL-NAGPUR RAILWAY.

Raj Nandgaon District.

Schedule of land required for the construction of taken up by the Bengal-Nagpur Railway in Nandgaon State.

District.	Pergunnah or Tahsil.	Mouza.	Permanent class A.			Remarks.
		Mile	A.	R.	P.	Sheet
Nandgaon State	Zemindary Nandgaon	139 to 140	19	3	3	No. 1
		141	17	2	12	„ 2
		142	22	2	31	„ 3
		143	21	2	35	„ 4
		144	22	0	19	„ 5
		145	21	0	28	„ 6
		146	41	1	8	„ 7
		147	38	1	20	„ 8
		148	58	1	17	„ 9
		149	22	2	17	„ 10
		150	36	0	2	„ 11
		151	36	0	8	„ 12
		152	23	0	14	„ 13
		153	24	1	23	„ 14
		154	30	1	34	„ 15
		155	57	3	39	„ 16
		156	28	0	36	„ 17
		157	33	0	3	„ 18
		158	29	2	12	„ 19
		Total	584	2	1	

(Sd.) J. P. Goodridge,
Political Agent.

29th May 1890.

(Sd.) T. R. Wynne,
Agent and Chief Engineer,
Bengal-Nagpur Railway.

(Sd.) R. T. Mallet,
Officiating Consulting Engineer.

No. CLI.

IKRARNAMAH or ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAUL DEO, RAJAH of BASTAR, and his Heirs and Successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAUL DEO, by NARRAIN and KASIR SING DOW, in virtue of powers vested in them—1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders.

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar.

ARTICLE 3.

The Rajah Mypaul Deo and his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4.

The Rajah, his heirs and successors, will not have any connection, or enter into any negociation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz.*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed.

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

This engagement of nine Articles having been concluded and signed and sealed by Major P. Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date.

Done at Ryepore, the 30th of March 1819.

(Sd.) P. VANS AGNEW, *Major,*
Superintendent of Affairs in Chutteesgurh.

(Sd.) NARRAIN.
„ KASIR SING DOW.

(A true translation.)

(Sd.) P. VANS AGNEW, *Major,*
Superintendent of Affairs in Chutteesgurh.

No. CLII.

DEED executed by the SAKTI State for cession of LAND for RAILWAY PURPOSES—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866 P., dated the 25th June 1875, in the Foreign Department, doth in virtue of all powers and authorities, so far as he can or may, by these presents grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District.	Pergunnah or Tahsil.	Mouzah.	Permanent, class A.			Remarks.
			A.	R.	P.	
Bilaspur . .	Seorinarain .	Jetha . .	86	2	28	
		Soti . .	90	3	10	
		Bellodi . .	4	1	37	
		Tewar . .	28	1	14	
		Harda . .	5	0	27	
		Karibunda .	38	0	16	
		Ditto . .	0	2	29	In Raigarh District, Railway limits.
		Arjuni . .	5	3	16	
		Sarjuni . .	7	0	24	
		Total .	217	1	1	

the same having been surveyed and demarcated for the purpose of the Bengal Nagpur Railway, including the road with its bridges, etc., and all stations workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by the above-mentioned Ranjit Singh, Feudatory Chief of Sakti, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, further agrees, and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives and Assignees. In witness where-

of the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd.) D. O. MEIKLJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

(Sd.) DINANATH BANERJI, *Head Clerk, Deputy Commr.'s Office, Bilaspur.*

(Sd.) K. UMAJI RAO, *Zemindary Accountant, Deputy Commr.'s Office.*

Countersigned.

(Sd.) M. M. BOWIE,

Offg. Commr., Chhattisgarh Division, Central Provinces.

The 8th November 1890.

BENGAL-NAGPUR RAILWAY.

Bilaspur District.

Schedule of land required for the construction of Bengal-Nagpur Railway Bilaspur District, in Sakti Native State.

District.	Pergunnah or Tahsil.	Mouzah.	Permanent Class A.	Remarks.
			A. R. P.	
Bilaspur	Seorinarain	Jetha	*36 2 28* 35 2 25	
		Soti	*90 3 10* 97 1 30	
		Bellodi	*4 1 37* 4 0 36	
		Tewar	*28 1 14* 27 3 32	
		Harda	*5 0 27* 5 0 35	
		Karibunda	*38 0 16* 34 1 39	
		Ditto	*0 2 29* 2 0 19	In Raigarh District, Railway limits.
		Arjuni	*5 3 16* 5 1 36	In Raigarh District, Railway limits.
		Sarjuni	*7 0 24* 7 0 17	In Raigarh District, Railway limits.
		Total	*217 1 1* 219 2 29	

Note.—Figures in italic are correct quantities according to dimensions on land plan. Figures in roman are quantities as calculated by the original surveyors of the line before this Company took over.

(Sd) F. Lang.

The lands specified above are formally handed over to Bengal-Nagpur Railway Company from the 31st of October 1890.

(Sd.) D. O. MEIKLIJOHN,
Deputy Commissioner as Political Agent,
Sakti State.

The 2nd July 1890.

(Sd.) F. LANG,
for *Acting Agent and Chief Engineer,*
Bengal-Nagpur Railway.

(Sd.) R. T. MALLET,
Offg. Consulting Engineer.

Similar deeds were executed by the Chiefs of the Feudatory States of Raigarh and Bamra.

No. CLIII.

SPECIMEN PATENT granted to NON-FEUDATORY ZEMINDARS of the CHANDA DISTRICT.

TENURE.

1. Shall be indivisible.

2. Shall be untransferable, save to the nearest male heir; and the transfer in such case shall be subject to the approval of the Chief Commissioner.

3. Shall be held by one person, the Zemindar or Zemindarin, for the time being.

4. Shall be held on conditions of—

(i) Loyalty.
(ii) Good Police Administration.
(iii) Improvement and cultivation of estate.

SUCCESSION.

5. Subject to the provisions contained in Clause VI, the order of succession shall be as under—

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, upon the widows* of the Zemindar in order of seniority, each for her life-time.

On the death of the widows, upon the nearest male heir of the Zemindar.

* With the exception of the proviso that on the death of a Zemindar his estate shall on default of a son devolve upon his widow. In such a case, and when adoption has not taken place, the succession should preferably devolve on the nearest male kinsman, the widow receiving a suitable maintenance.

6. In the event of the first in order of succession being, in the opinion of the local Government, unfit to carry out the conditions of Clause IV, the zemindaree shall devolve upon the nearest heir who possesses the required qualification.

7. The Zemindar, in the case of gross misconduct, shall be liable to removal by the local Government; and if such removal be ordered the succession shall take place as if the Zemindar removed had died.

SHARERS.

8. Members of the Zemindar's family shall have a right to fitting maintenance by the Zemindar.

MANAGEMENT.

9. At least one qualified resident Accountant shall be maintained by the Zemindar. The Accountant previous to appointment shall be approved by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10. The rent-roll of the zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11. In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12. In the event of dispute as to the remuneration to be paid to the head-man, such remuneration shall be deemed to be ten per cent. on the gross revenue collected in the village.

13. The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14. No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner.

15. In the event of the Police management being defective one or more District Police posts shall be stationed in the zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16. The revenue from—

(i) Land,	(iv) Pandhari,
(ii) Forests,	(v) Ferries,
(iii) Abkaree,	(vi) Pounds,

shall be enjoyed by the Zemindar.

(i) Teak.	(iv) Dorbeula.
(ii) Sheshum.	(v) Mowah.
(iii) Satin-wood.	(vi) Tendoo.
(vii) Char.	

17. Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18. On unreserved timber, bamboos, grass, and minor forest produce, exported from the zemindaree, and on the grazing of cattle belonging to

persons not resident in the zemindaree, duty shall be levied at the pleasure of the Zemindar.

19. On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised; but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20. Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that the duty be so managed as not to injure the distillery system in the khalsa tracts. Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the abkaree himself; and at the order of the Chief Commissioner the tukolee may be proportionately reduced.

21. Pandhari shall be levied by the Zemindar under the rules obtaining in the khalsa tracts.

22. Ferry toll shall be levied by the Zemindar under the rules obtaining in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23. Pound fees shall be levied by the Zemindar under the rules obtaining in the khalsa tract.

24. Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure.

25. All dues, whether in labour, kind, or cash, not entered above, must be regarded as prohibited, and their collection must be discontinued.

26. The produce of quarries and mines is the property of the Crown. Ordinarily, however, the Zemindar shall be allowed to work stone quarries and iron mines without paying a royalty.

27. The duty on the growth and sale of opium and other intoxicating drugs shall be levied as heretofore by the State, and not by the Zemindar.

28. The levy of transit duties is prohibited. But the Zemindar may, with the Deputy Commissioner's sanction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns.

SUBORDINATE RIGHTS.

29. Every Mookasdar, Muktadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a tenant in a khalsa village to be declared proprietor of his holding, shall be recorded as proprietor of his holding.

30. Cultivators of fields, of twelve years' occupancy and upwards, shall be recorded as tenants with right of occupancy.

31. No tenant-at-will shall be ejected unless the Zemindar has given him notice, verbally or in writing, before the 1st of April of the year in which ejectment is to take place.

32. The subjoined extracts from the tehsil wajib-ool-urz for the districts of Chanda shall be applicable to all the villages in the zemindaree:—

(*Here will be entered such clauses of the khalsa administration paper as it may be considered expedient to adopt.*)

List of the Non-Feudatory Chiefs of the Central Provinces.

No. in Group.	Class.	Name of Zemindaree or Chieftaincy.	Amount of present revenue demand made by Government from the Zemindar or Chief.			Clan or tribe of the Zemindar or Chief.
			Rs.	*a.*	*p.*	
1	(1) The Zemindars of the Waingánga District.	Kamtha	33,500	0	0	Lodhi.
2		Warad	12,300	0	0	Ditto.
3		Hatta	15,250	0	0	Ditto.
4		Ambgaon	8,500	0	0	Kunbi.
5		Bijli	3,200	0	0	Lodhi.
6		Palkhera	2,700	0	0	Kunbi.
7		Purara	700	0	0	Gond.
8		Tirkheri-Malpuri	500	0	0	Ponwar.
9		Kirnapur	5,000	0	0	Kunbi.
10		Bhadra	4,650	0	0	Pathan.
11		Deori-Kishori	1 380	0	0	Lodhi.
12		Saletekri	405	0	0	Gond.
13		Bhanpur	1,230	0	0	Ditto.
14		Kinhi	2,300	0	0	Golar.
15		Bargaon	300	0	0	Rajput.
16		Bamhangaon	1,050	0	0	Ditto.
17		Dangurli	350	0	0	Ditto.
18		Chauria	49	0	0	Gond.
19		Nansari	900	0	0	Brahman.
20		Dowah	1,450	0	0	Halba.
21		Arjuni	865	0	0	Gond.
22		Umri	1,350	0	0	Rajput.
23		Khairi	460	0	0	Halba.
24		Kujri	500	0	0	Rajput.
25		Chikhli	375	0	0	Gond.
26		Jamri	400	0	0	Ditto.
27		Turmapuri	600	0	0	Ditto.
28		Dalli	1,080	0	0	Ditto.
29		Pulasgaon	250	0	0	Ditto.
30		Chichgarh	4,160	0	0	Halba.
31		Mahagaon	1,000	0	0	Rajput.
32		Rajoli	920	0	0	Pathan.
33		Umri	650	0	0	Gond.
34		Karargaon	96	0	0	Saiyad.
35		Kanhargaon	70	0	0	Rajput.
36		Palasgaon	620	0	0	Ditto.

List of the Non-Feudatory Chiefs of the Central Provinces—(continued).

No. in Group.	Class,	Name of Zemindaree or Chieftaincy.	Amount of present revenue demand made by Government from the Zemindar or Chief.			Clan or tribe of the Zemindar or Chief.
			Rs.	*a.*	*p.*	
37	(2) The Chuttesghur Zemindars.	Gandai	4,000	0	0	Gond.
38		Silheti	1,000	0	0	Dhur Gond.
39		Parbaspur	930	0	0	Gond.
40		Lohara	1,500	0	0	Ditto.
41		Thakurtola	500	0	0	Dhur Gond.
42		Pandariya	12,300	0	0	Raj Gond.
43		Sahispur	4,500	0	0	Gond.
44		Pendra	1,300	0	0	Kowar.
45		Matin	260	0	0	Ditto.
46		Uprora	450	0	0	Kowar.
47		Kenda	825	0	0	Ditto.
48		Chhuri	2,100	0	0	Ditto.
49		Korba	2,500	0	0	Ditto.
50		Chapa	1,462	0	0	Ditto.
51		Lapha	840	0	0	Ditto.
52		Bhatgaon	610	0	0	Binjya.
53		Ballaigarh	800	0	0	Gond.
54		Katangi	630	0	0	Ditto.
55		Kauriya	110	0	0	Ditto.
56		Birpuri or Parpuri	1,750	0	0	Ditto.
57		Suarmar	220	0	0	Ditto.
58		Narra	60	0	0	Kanwar.
59		Deori	20	0	0	Binjwar.
60		Phingesuar	500	0	0	Raj Gond.
61		Gundardehi	4,290	0	0	Raj Kanwar.
62		Khujji	1,370	0	0	Pathan.
63		Madanpur	1,000	0	0	Raj Gond.
64	(3) The Chanda Zemindars.	Ahiri, with Arpalli and Ghot	500	0	0	Ditto.
65		Giwarda	200	0	0	Pathan.
66		Rangi	50	0	0	Maria.
67		Panabaras and Aundhi	287	0	0	Raj Gond.
68		Muramgaon	5	0	0	Ditto.
69		Ambagarh Chauki	400	0	0	Gond.
70		Dhanora	45	0	0	Raj Gond.
71		Koracha	10	0	0	Gond.
72		Palasgarh	350	0	0	Raj Gond.
73		Jharapapra	20	0	0	Halba.
74		Kotgal	25	0	0	Gond.
75		Khutgaon	6	0	0	Raj Gond.
76		Sunsarry	185	0	0	Halba.
77		Sirsundi	15	0	0	Raj Gond.
78		Dudhmala	10	0	0	Ditto.
79		Mutanda	50	0	0	Ditto.
80		Parvi				
81		Gilgaon	25	0	0	Ditto.
82		Potegaon	15	0	0	Ditto.
83		Chandala	7	0	0	Ditto.

List of the Non-Feudatory Chiefs of the Central Provinces—(concluded).

No. in Group.	Class.	Name of Zemindaree or Chieftainey.	Amount of present revenue demand made by Government from the Zemindar or Chief.			Clan or tribe of the Zemindar or Chief.
			Rs.	*a.*	*p.*	
84	(4) The Chindwarra Jaghirdars, Zemindars, or Thakoors.	Harai	20	0	0	Gond.
85		Sonpur	15	0	0	Ditto.
86		Pratapgarh	25	0	0	Ditto.
87		Chhater	130	0	0	Ditto.
88		Gorpani	15	0	0	Ditto.
89		Bardagarh	35	0	0	Ditto.
90		Pachmarhi	25	0	0	Bhopa.
91		Pagara	10	0	0	Ditto.
92		Batkagarh	30	0	0	Ditto.
93		Almod	35	0	0	Ditto.
94		Gorakhghat	10	0	0	Ditto.
95	S. & N. Chiefs.	Timurni	...			Brahmin.
96		Pitihra	3,500	0	0	Goud.
97	The Sumbulpore Zemindars and Gurhjat Chiefs.	Phuljhar	500	0	0	Gond.
98		Borasamar	160	0	0	Binjwal.
99		Khariar	2,000	0	0	Chauhan.
100		Bindra Navagarh	500	0	0	Gond.
101		Rajpur	197	8	0	Chauhan Rajput.
102		Chandarpur and Padmapur	4,284	8	0	Rajput.
103		Loising	133	0	0	Gond.
104		Kolabira	898	0	0	Gond.
105		Rampur	708	0	0	Rajput.
106		Laira	250	8	0	Gond.
107		Karabaga	90	0	0	Ditto.
108		Mashida	46	0	0	Ditto
109		Barpali	765	8	0	Chauhan Rajput.
110		Ghes	510	8	0	Binjwal.
111		Bherun	982	0	0	Gond.
112		Kharsal	330	8	0	Ditto.
113		Patkolanda	318	0	0	Ditto.
114		Pahar Sirgira	103	8	0	Ditto.
115		Mandu Mahal Sirgira	106	8	0	Gond.
116		Uttal	439	8	0	

No. CLIV.

Sanad granted to Chindwara Jagirdars.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you

to be Jagirdar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and provisoes herein set forth.

1. You will pay as tribute to Government the sum of Rs. annually for the period of the Settlement now made with you, subject to revision at the discretion of Government after the term of the existing Settlement has expired.

2. You will enjoy the income accruing in your estate from the following sources:—

(i) Land.	(iv) Cattle Pounds.
(ii) Abkari, including opium and drugs.	(v) Unclaimed property.
(iii) Pandhri.	(vi) Sale of timber and minor Forest dues.

The income from land does not include minerals, in regard to which Government reserves all rights.

The concession as regards Abkari income is subject to cancelment at any time if, owing to mismanagement or disregard of the orders issued from time to time for your guidance, your arrangements interfere with the proper enforcement of the system for managing the liquor, opium and drug duties in the adjoining khalsa jurisdiction.

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalsa, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time being.

Your system of cattle-pound management must be in keeping with the orders in force in khalsa tracts, and so also the course you follow as regards appropriating the proceeds of unclaimed property.

The dues which you realize on Forest produce of all kinds and on the grazing of cattle within the lands of your Chiefship must not exceed the rates prevailing in Government Forests, and the following kinds of timber shall not be cut except in small quantities for home use without the special sanction of the Deputy Commissioner of the district:—

Teak.	Beejasal.	Mohwa.
Sal.	Shesham.	Tendoo.
Saj.	Kowah.	Unjan.

If large quantities are cut or contracts given for the felling of large quantities of the above or other valuable descriptions of timber to the permanent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your Forests.

3. You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primo-

geniture. It follows that the ordinary rules of Hindu inheritance do not apply and that no partition of shares can take place. The estate remains one and undivided, the head of the family for the time being acknowledged as, Chief.

4. The estate, with the special and peculiar privileges hereby recognised cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction. Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceded specially in favour of the hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court. Any transfer therefore without the sanction of the Chief Commissioner and not by succession cancels this Sanad and involves a new settlement on different terms.

5. Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government.

6. The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your heirs and successors are required to maintain. Dispute as to the adequacy or otherwise of the maintenance allowed will be decided by the Deputy Commissioner of the district, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at issue will be final.

7. You will maintain all the subordinate rights of sub-proprietorship and occupancy which have been recognised in your estate and will accept the record of those prepared by the Settlement Officer as final.

8. You are responsible for the proper Police management of your Chiefship, and any failure in this respect renders you liable for any expenditure which may be incurred in maintaining efficient Police posts under the orders of the Chief Commissioner.

9. You will carry out the orders issued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Deputy Commissioner the commission of any heinous offences in your estate and use your best endeavours to trace and bring to justice the perpetrators.

10. You are exempted during the present Settlement from the payment of any Road, School or Dak cesses, but you will be required to assist the District authorities as heretofore in keeping up in fair order the public tracks which pass through your estate and in maintaining such schools as already exist.

CEYLON.

APPENDIX—*Page 229.*

Translation of a Treaty between the King of Kandia and the Government of Colombo—24th February 1766.

Know all men that their High Mightinesses the illustrious States General of the free United Netherlands and the illustrious and mighty Dutch East India Company on the one part, and His Imperial Majesty the illustrious and powerful Prince and Lord Kirtie Sree Rajah Singha, Emperor, together with the Nobles of the realm and Lords of his Court on the other part, have mutually agreed to put an end to the war existing betwixt both powers, and to conclude a treaty of peace and amity on the following conditions, as the foundation of a new peace and eternal friendship agreed upon for their mutual advantage, and hereby confirmed by the persons thereto nominated by both parties, *viz.*, on the part of the illustrious and mighty Company in the name of their High Mightinesses the illustrious States General of the free United Netherlands by the Honourable Iman Willem Falck, Governor and Director, and the Members of the Government of Ceylon; and on the part of His Imperial Majesty the illustrious and most powerful King of Kandia by his Ambassadors Extraordinary the illustrious nobles of the realm and court Dœmbere Ralchamy, grand Dessave of Matèle, Pilimi Salauwelle, Ralchamy, grand Dessave of Saffregram and the three Corls, Angammonne Ralchamy, grand Dessave of Oedepallate, Miewattere Ralchamy, grand Secretary to the King and Morgamme Mohandiram Ralchamy.

Article 1.

Henceforth there shall be an everlasting friendship betwixt the King of Kandia, his nobles of the realm, and other subjects on the one part, and their High Mightinesses the States General of the free United Netherlands and the mighty Dutch Company and their inhabitants on the other part.

Article 2.

His Imperial Majesty the Emperor of Kandia and the nobles of his court acknowledge the illustrious and mighty States General of the United Netherlands and the powerful Dutch Company as lawful and supreme sovereigns of all the lands they possessed on this island before the present war, *viz.*, the kingdom of Jaffenapatam with its dependencies and the Wannia provinces, the island of Manar with its subordinate provinces from the province of Potulum, Calpentyn and its dependencies, the Dessaveship of Colombo, the district of Galle, the Dessaveship of Matura, Battacalœ, and Trincomalee, and the lands formerly dependent on those places; and His Imperial Majesty and the nobles of his court do hereby relinquish all right and title to the aforesaid lands which they may have formerly had or pretended to have.

ARTICLE 3.

The King of Kandia and the nobles of the court ceded over and above to the aforesaid Company the sovereignty over all the sea coasts round all the island in so far the Company did not possess them before the present war, *viz.*, on the west side from Caymelly to the districts of Jaffenapatnam and on the east side from where the district of Jaffenapatnam ends as far as the river Waluwe; and these coasts are ceded in the aforesaid manner to the breadth of one Cingalee mile in land, more or less as the situation of the hills and rivers will permit it.

ARTICLE 4.

To limit the boundaries of the ceded countries, commissaries shall be appointed by both parties, and the measuring shall commence from the high-water mark on the continent, not comprehending thereunder the small islands as Navikar, Coriandive, Poliandive, etc., and as it is not the Company's intention to enrich itself at the expense of His Majesty's revenues, the Company promise to pay him yearly the same amount as was formerly received from the countries ceded to them; the commissaries who limit the boundaries shall also make the necessary arrangements respecting the revenues.

ARTICLE 5.

On the other hand the illustrious Company acknowledges the King as the sovereign Prince of the other countries of this island.

ARTICLE 6.

The illustrious Company from a regard to peace and amity will restore to the King all the countries conquered by them during the war, except the sea-coasts, lands, and places in its vicinity within two hours' walk from the sea, agreeable to the 3rd Article.

ARTICLE 7.

Permission will be granted to all the King's servants and subjects to fetch without paying anything for it either to the Company or any other person on their part as much salt as they please from the Lewais and other salt pans to the east, and from Silaun and Putulang on the west.

ARTICLE 8.

In the same manner the Company shall be permitted to peel cinnamon in the King's lower countries, *viz.*, the Dessaveship of Saffregam, the three and four Corls, and the seven Corls as far as the hill named Balany.

ARTICLE 9.

The King shall issue orders for the cinnamon which grows in the high lands eastwards of the Balany Mountain to be peeled by his subjects and delivered alone to the Company at Galle, Colombo, or Matura at the rate of five Pagodas for each bale containing 88lbs. of good fine cinnamon.

ARTICLE 10.

The Company shall exclusive of all others receive ivory, pepper, cardamoms, coffee, betelnut, and wax on paying the following rates, *viz.*, for 1lb of pepper with 5 per cent over weight 4 Stivers or 1-24th Pagoda, 1lb. of coffee with 5 per cent. over weight 2 Stivers or 1-48th Pagoda, for one ammonam containing twenty-six thousand good dried betelnuts, which shall be delivered on the part of the King, three Rix Dollars, or 1½ Pagodas for every 100lbs. of good pure wax twenty-five and one-half Rix Dollars or twelve and a half Pagodas.

ARTICLE 11.

As the Company never traded here in ivory the price of it is not known, and therefore this article will, in progress of time, be arranged.

ARTICLE 12.

If in process of time the Company shall be in want of any other products from the King's country, the prices will be fixed according to equity.

ARTICLE 13.

Their mutual subjects shall be allowed to trade with each other, for which purpose the inhabitants of Kandia will be permitted to come and go to and from Colombo, Galle, and all other places, and sell and purchase with the same liberties and privileges as the subjects of the Company; in like manner the Company's will be allowed to trade in the King's country, so that both nations in future shall be considered as one and enjoy equal privileges.

ARTICLE 14.

As it is now the interest of both contracting parties to encourage the cultivation of the country products and to prevent smuggling, the King as well as the Company engage and promise to aid each other; and therefore whatever is seized in the King's territory, although it belongs to a Company's subject, shall be forfeited, without any notice thereof being taken, for behoof of the King's treasury; and in the same manner shall be forfeited to the Company all that is seized in their territory, although the property of a King's subject.

ARTICLE 15.

If the King shall be in want of any foreign goods the Company will provide His Majesty with them agreeable to the musters if they are to be had.

ARTICLE 16.

On the other hand, the King and the nobles of his court engage to supply the Company at Battacalœ and Trincomalee with such timber as the Company shall want

ARTICLE 17.

All persons whether Europeans, Malays, and sepoys, all deserters either from the European or Native Infantry, and all rebels who have deserted the Company's territory, shall be immediately delivered up, and the guns taken from the Company at Hangewelle and other places shall be returned again to them.

ARTICLE 18.

In future the runaway slaves from each party shall be immediately seized and delivered up, and a reward of ten Rix Dollars paid as a gratuity to the person who apprehends and returns them to their masters.

ARTICLE 19.

In case of any of the Company's subjects commit in the King's territory any depredations or crime meriting corporal punishment, such person shall be seized by the King's people and delivered with the proofs of his crime to the Company who will give speedy satisfaction to the party injured; and the Company shall treat the subjects of His Majesty in the same manner when guilty of any outrage in their territories.

ARTICLE 20.

In this manner an intimate friendship will be maintained betwixt both powers, and the mighty Company engage to protect His Imperial Majesty and the whole Empire against any foreign force, and in such case the King and his nobles promise to assist the Company to their utmost, either with arms, troops, or coolies, and to continue with them until the enemy shall have been driven out of the island.

ARTICLE 21.

His Imperial Majesty and the nobles of his court shall therefore not carry on any correspondence, much less conclude any Treaty, with any other European nation than the Dutch; and they engage to deliver to the Company all foreign Europeans that may come into their country. They shall not enter into any contract, or carry on any correspondence with Native Princes to the prejudice of the mighty Company.

ARTICLE 22.

On the other hand, the illustrious Company engage on their parts not to conclude any Treaty with foreign powers against or to the prejudice of the King of Kandia.

ARTICLE 23.

For the cultivation of mutual friendship, ambassadors shall be sent by both parties who will make the necessary arrangements for fetching of salt and dried fish and the peeling of cinnamon. They shall be received with such marks of honour and distinction as become intimate friends and allies: these ceremonies shall be the same on both sides.

ARTICLE 24.

These Articles shall be solemnly observed and fulfilled by both parties, but should it happen contrary to expectation that anything is done by either party not agreeable to these conditions, or if anything is neglected, these Articles of peace and friendship shall not be considered as broken; but on the injured party's preferring a complaint and demanding satisfaction it shall be given within six weeks.

ARTICLE 25.

On the other hand, should satisfaction not be given within six weeks after it has been demanded, or that it is refused, the party that fails shall be considered as having transgressed the Treaty, and the injured party shall have the right of seeking satisfaction by force of arms.

In witness whereof we have hereunto set our hands and affixed the great seal of the mighty Company, in the castle of Colombo, this 14th day of February 1766.

Company's Seal.

King's Seal.

(Sd.) I. W. FALCK.
„ T. T. FEBER.
„ D. BURNAT GODF. LEON DE COSTE.
„ A. DE LY.
„ J. G. VAN ANGELBECK.
„ P. L. SCHMIDT.
„ A. MOENS.
„ T. H. BORWATER.
(Sd. in Cingalese) SIRILANKA DRESWERRE SREE.
„ KIRTIE SREE RAJAH SINGHA.

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